

The Solicitors Journal.

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CURRENT TOPICS.

THE HEARING of Queen's Bench appeals will be resumed in the Court of Appeal, No. 1, on Monday next. During the present sittings that court has disposed of 26 Chancery appeals, besides about 20 Admiralty and Bankruptcy appeals, and the appeals now remaining on the two lists, including those set down during the sittings, are about 80 from the Chancery Division and the same number from the Queen's Bench Division.

IN THE COURT of Appeal, No. 1, on Wednesday, the Master of the Rolls observed that there seemed to be a misunderstanding as to the procedure where the court has ordered security for costs. "Where," he said, "the court has ordered that security shall be given for the costs of an appeal, no time is mentioned in the order, and the appellant may take his own time. But after the lapse of a reasonable time the respondent may come here and apply to have the case struck out of the list."

IN THE CASE of *Jenner-Fust v. Needham*, to which we recently referred, Mr. Justice PEARSON, on Saturday last, considered that the receipt by the receiver of rents between the taking of accounts in a foreclosure action and the final order of absolute foreclosure, has the effect of opening the accounts, and he directed a new account to be taken, and payment by the mortgagor in a month after the chief clerk's certificate, and in default absolute foreclosure. It is understood that Mr. Justice KAY, in a similar case, has stated his opinion that such a receipt of rents by a receiver does not open the accounts. It is expected that *Jenner-Fust v. Needham* will shortly come before the Court of Appeal on this point, when a final solution of the difficulty will, no doubt, be arrived at.

IT WOULD BE a great advantage if the authorities who have charge of the building of the Royal Courts of Justice could learn to understand the system by which the courts are ventilated. Complaints are still prevalent respecting the cold down-draughts which frequently exist in several of the courts, while it is admitted that in others the annoyance from this source has been mitigated, and in some absolutely removed. The question naturally arises, Why cannot the ventilation be governed in all the courts alike? It becomes a serious matter when a judge has to adjourn before the usual hour by reason of a persistent and icy draught, as Mr. Justice CAVE was compelled to do on Wednesday. At all events, if the draughts cannot be controlled, Esquimaux costumes should be provided for the learned judges, and the registrars should be comfortably bound up in parchment.

WE ATTEMPTED last week to state the effect, and to indicate some of the strange results, of the decision of the Court of Appeal in *Ex parte Stanford, Re Barber*, that a bill of sale of personal chattels by way of security, whereby the grantor assigns "as beneficial owner," is void under section 9 of the Bills of Sale Act, 1882. We print this week a letter from an eminent correspondent, developing with admirable force and clearness one point on which we only touched, and also pointing out that the implied covenants in section 7 of the Conveyancing Act, 1881, are not inconsistent with the statutory form of bill of sale. We agree with our correspondent that Lord Justice LINDLEY, in his second judgment, must be taken to have recanted the doctrine

laid down in his first judgment—viz., that if these implied covenants had been inserted in the bill of sale, they would not have invalidated it. At the same time it is probable that the court in their second decision had present to their minds some of the difficulties connected with the notion that the implied covenants for title are inconsistent with the statutory form of bill of sale, for, as we pointed out last week, they carefully refrained from basing their decision on this ground. It would be interesting to know whether the court had also present to their minds the arguments adduced by our correspondent against the reasons on which the judgments were founded. With great deference we may, perhaps, be permitted to hint that it would have been well if the case had come on for decision before a division more familiar with the provisions of the Conveyancing Act. Rumour has it that, on the opening of *Ex parte Stanford*, one learned judge was apparently unacquainted with the technical meaning of the words "as beneficial owner."

FROM THE REPORT of the judgment of Judge EDDIS, in the case of *Munton v. Lord Truro*, which we print elsewhere, it will be seen that the decision is in favour of fees of 1s. 6d. for administering the oath; 1s. for placing a certificate of it on the memorial, and 1s. for the certificate indorsed on the deed, in addition to the fee of 1s. authorized by 7 Anne, c. 20, s. 11, for "the entry" of the memorial. The ground of the decision was that the two first matters are not part of the process of "entry," but are matters which must be completed before the stage of entry is reached; that it would be "anomalous" that the registrar's fee should be the same, whether the oath were administered and the indorsement made by him or not; that there is authority for the proposition that a public officer required to do a merely ministerial act is entitled to a reasonable remuneration for it, though no remuneration is expressly provided by statute, if such remuneration is not expressly negatived; and that the words of section 11, relating to "any certificate or copy given out of the office," cover the fee for the certificate indorsed on the deed. The fee of 6d. charged for the additional length of the memorial in consequence of the words placed in the margin in accordance with section 6, was disallowed; those words being no part of the memorial. The fees, beyond the statutory fee of 1s., which have been authorized by the decision of the judge, correspond generally, we believe, with those which were stated by the registrars in reply to an application made to them by the Incorporated Law Society in 1883. We propose hereafter to discuss more at length the question of the fees in the Middlesex Registry.

HOLDERS OF BILLS OF SALE as security for money advanced are having a very unpleasant time of it just now. Besides the case of *Ex parte Stanford, Re Barber*, the Court of Appeal have, in the case of *Myers v. Elliott*, a report of which appeared in our last week's issue, given what in reality amounts to a decision that a lump sum cannot be charged for interest. The Queen's Bench Division, in the case of *Thorp v. Cregeen* (33 W. R. 844), decided that there was no objection to inserting a lump sum for interest in a bill of sale, even where the money was repayable by instalments, provided that, on failure to pay one instalment, the whole amount of interest did not immediately become due. There are some observations of the present Master of the Rolls and of Lord Justice FAY in *Davis v. Burton* (32 W. R. 423, L. R. 11 Q. B. D. 537) that would at first sight seem to support this decision. But now the Court of Appeal have expressed a strong opinion that *Thorp v. Cregeen* is wrong; that the rate of interest must appear on the face of the instrument, and that it is not a sufficient compliance with the form given in

the schedule to the Act to insert a lump sum for interest unless the rate is mentioned, the object of the statute being, as the court said, to let intending borrowers see at a glance what rate of interest they will have to pay, and not to leave it to them to make an intricate calculation as to the rate. The number of bills of sale where the interest is stated in the form of a lump sum must be very great, and this decision will probably cause a good deal of consternation among bills of sale holders.

MANY STRICTURES have been made of late upon the facility with which chloroform appears to have been procured in the *Pimlico* case. On reference to the Pharmacy Act, 1868 (31 & 32 Vict. c. 121), we find that chloroform is named amongst the poisons comprised in the second part of schedule A. of that Act. The effect of this is that, by section 17 of the Act, it is unlawful to sell chloroform "unless the bottle in which it is contained be distinctly labelled with the name of the article and the word 'poison,' and with the name and address of the seller of the poison." If chloroform had been named amongst the poisons comprised in the first part of the schedule, it would have been, by the same section, obligatory for the seller to enter the sale in a book stating "the date of the sale, the name and address of the purchaser, the quantity sold, and the purpose for which it was stated by the purchaser to be required." By section 2 of the Act the Pharmaceutical Society may from time to time add articles to schedule A. with the consent of the Privy Council, but this does not appear to give power to transfer poisons from one part of the schedule to another, or to add a poison to the first part of the schedule. Two sets of articles were added by the society in 1869 and 1877 respectively, "chloral hydrate and its preparations" having been added in 1877. The first section of the Act allows the society, with the consent of the Privy Council, to "prescribe regulations" as to the keeping, selling, and dispensing of all the scheduled poisons, but no such regulations have, we believe, as yet been made. How far in the direction of restrictions such regulations, if made, could legally go, it is a very difficult matter to determine. On the whole, we incline to think that the section would be strictly construed against the seller of poison, and that any reasonable regulations would be held to be *intra vires*.

THE CASE of *Last v. London Assurance Corporation*, of which the closing scene was reported in the last number but one of the WEEKLY REPORTER (34 W. R. 233), is remarkable for the difference of opinion amongst the judges who took part in the decisions in the three courts through which it passed upon the one question which ultimately remained open—viz., the liability to income tax of sums returned by an insurance company to holders of life policies by way either of bonus or of abatement of premium. Four judges—A. L. SMITH, J., LINDLEY, L.J., and Lords BLACKBURN and FITZGERALD—held that these sums were "profits," and liable to income tax; while four—DAY, J., BRETT, M.R., COTTON, L.J., and Lord BRAMWELL—held that such sums were not "profits," and not liable to income tax. In the House of Lords, however, there being two judges in favour of the view that such sums were "profits," and only one against, the scale was finally turned in favour of the affirmative view, and it must now be held that sums paid by way of bonus by insurance companies are liable in the hands of the company to income tax. As might have been anticipated from such a conflict of judicial opinion, the question was not an easy one. Our correspondent, "W. F. H.," in our last week's issue, seems to us to have missed the point of difficulty. The question is not merely one of convenience—whether the tax shall be deducted from the bonus before it is received by the policy-holder, or whether the policy-holder shall pay the tax upon the bonus after he has received it—but whether the tax shall be paid by both the insurance company and the policy-holder; by the insurance company upon the aggregate sum to be distributed in bonuses before it is distributed, and by each policy-holder upon the bonus he receives after he has received it; the sum received by the policy-holder as bonus being, perhaps, reduced by the proportion of the sum paid for income tax upon the bonuses by the company attributable to the particular bonus which he receives. The whole difficulty consisted in determining

whether the sum distributed in bonuses was "profits" within the meaning of the Income Tax Acts. It was conceded on all hands that "profits" once made are taxable, however applied, according to the principle laid down in the case of *Mersey Docks and Harbour Board v. Lucas* (32 W. R. 34). Had the sum to be distributed in bonuses acquired the character of "profits" before it was so distributed? If so, it was taxable; if not, it was not liable to taxation. Were the bonus policy-holders persons who had purchased a right to participate in the "profits" of the company, or were the bonuses an expenditure by which the company earned its "profits," and without which such "profits" could not have been earned? If the sum to be distributed in bonuses had not acquired the character of "profits" before it was distributed—and, of course, if it was not "profits" before distribution, it could not become "profits" afterwards—the participating policy-holders must be looked on as having purchased a share in the "profits" of the company's business; but their having done so could not prevent the liability of such "profits" to taxation. It was possible, however, to argue that the participating policy-holders had purchased a right to participate, not in the profits, but in something which would have been profits but for the right to participate. This was the argument adopted by Lord BRAMWELL in the House of Lords. He seemed to think that the conclusion arrived at by the majority of the judges in the House of Lords would be of little consequence as regards insurance companies, who could evade it by an alteration in the language they employed, but that it might be capable of injurious application as regards co-operative societies. It is not, however, entirely easy to understand why, if a mere alteration of language would enable insurance companies to escape the consequences of the decision, a similar ingenuity in the use of terms upon the part of co-operative societies would not have a similar effect. If the question is one of terms only, the decision can be of little real importance for the future in any case. But if it depends, to use the words of Lord FITZGERALD, upon the "substance and reality of the agreement," made either between insurance companies and their insured, or between co-operative societies and their servants, ingenuity in the use of language will, no doubt, be baffled by the acumen of the judicial bench in penetrating below the terms employed to the meaning of the contracting parties. It cannot, however, be said that the latest phase of the case of *Last v. London Assurance Corporation* has done much to elucidate the meaning of the word "profits," which will remain, until a further definition is given of it than yet exists, to puzzle those who have to apply the enactments of the Income Tax Acts to the businesses and concerns of actual and everyday life.

GUILTY WIFE: INNOCENT CO-RESPONDENT.

THERE is a considerable lack of appreciation, on the part of the public and their daily instructors, of the technical rules with which the administration of justice is hedged round, and it is not surprising that very singular statements should have been made as to the effect of Mr. Justice Butt's decision in the *Crawford* case, from the remark of the London correspondent of the *Journal des Débats*, that the result of the judgment was that Mr. Crawford was divorced from his wife, "*mais qu'il n'y a pas de complice masculin*," to the widespread impression, shortly after the decision was given, that the learned judge found that Mrs. Crawford had committed adultery with "some person unknown." Of course, Mr. Justice Butt found "that the adultery charged was committed," and, on that ground, granted the petitioner the decree prayed for. The only adultery charged was that in respect of which Sir Charles Dilke, as co-respondent, was acquitted, and the public, having discovered the true decision, are now asking, in various tones of indignation and scorn, how it is that, if a wife is found guilty of adultery with A. B., A. B. is not found guilty of adultery with the wife? The lawyer's answer to this is, of course, obvious. All questions of fact must be tried *inter partes*, and the evidence admissible on an issue depends on the parties between whom that issue is tried. There are two questions ordinarily at issue in a divorce case—viz., first, Has the respondent committed adultery so as to entitle the husband to a divorce? and, secondly, Has the co-respondent committed adultery with the respondent so as to entitle the husband to damages? These

questions, it was said in *Stone v. Stone and Appleton* (2 Sw. & Tr. 608), "must be kept as distinct as if they were two separate causes tried by distinct juries." The admissions of the respondent are not admissible in evidence against the co-respondent; neither are the admissions of the co-respondent admissible against the respondent; whence it follows that the husband may succeed against the wife and fail against the co-respondent. And, in the converse case, the husband may succeed against the co-respondent and fail against the wife. This was what happened in a case which was tried five years ago, in which a co-respondent, having confessed that he had committed the acts of adultery charged, was, on his own confession, mulcted by a jury in a sum of £1,000 damages for having committed adultery with the wife, while the wife, against whom his confession was inadmissible in evidence, was found by the jury not to have committed adultery with the co-respondent.

This is a plausible enough answer to the question put above, but that is not the real question at the root of the matter. The real question is whether in the case of an offence necessarily implying the joint delinquency of two persons, if one is acquitted the other can be properly condemned. Surely, both the accused, or neither, must be guilty? The question is not whether the co-respondent should be found guilty on the respondent's confession, but whether the respondent should be found guilty if the co-respondent is acquitted. The courts have held that she may, and it is worth while to look at the grounds of the decision. The question was raised nearly thirty years ago, soon after the passing of the Matrimonial Causes Act, 1857, in the now famous case of *Robinson v. Robinson and Lane* (1 Sw. & Tr. 362). The petitioner's case depended on expressions in a diary kept by the wife, which were uncorroborated by independent evidence. It was objected by counsel for the wife that if she were found to have committed adultery it could only be with the co-respondent, but her admissions would be no evidence against him, and, therefore, ought not to be used at all. The answer given by the court was (1) that both in the ecclesiastical courts and on a bill for divorce before the House of Lords, admissions could have been received as evidence against the wife, and "it could not be supposed that the Act intended to put the petitioner in a worse position as to evidence than he could have been in under the old system . . . it would be monstrous to say that the Divorce Act, which was intended to facilitate proceedings, should limit them in this way as to evidence." (2) If the co-respondent had not been made a party to the suit, the wife's confession would have been evidence against her; how, then, could the circumstance of his being before the court make it no evidence against her? And (3) "The case of an indictment against two persons for conspiracy suggested an apparent analogy; and as, in such a case, a plea of guilty by one, if followed by the acquittal of the other, would not have supported a judgment of guilty against the delinquent confessing and pleading guilty, so it might be said here that as the offence of adultery necessarily implied the joint delinquency of two, if one of the parties were acquitted, the other could not be condemned. We are, however, of opinion that a principle of so technical a nature should be confined to the cases in the criminal law in which it had hitherto been so applied, and that it ought not to be extended to a proceeding in which the addition of the co-delinquent to the suit had been made compulsory by the Legislature with a view to his own protection, and in which, but for this special provision of the Act, the suit would have been against the wife alone."

It may be questioned whether the sole intention of the Legislature in requiring that "the petitioner shall make the alleged adulterer a co-respondent to the petition" was the protection of the alleged adulterer; but, looking at the provisions of the Divorce Act, we fail to see any indication of intention to limit the circumstances under which a divorce could have been previously obtained, and, strange as the doctrine in *Robinson v. Robinson and Lane* may appear, it may be that it was a correct interpretation of the Act. At all events, the doctrine is too well settled to be upset by decision. But the question arises whether it should not be changed by legislation. Looking at the danger of collusion which it involves, and the extremely unsatisfactory nature of confessions of guilt made by women in a more or less hysterical condition, it seems to us that it would be well to establish by legislation the "technical principle" which the judges in *Robinson v. Robinson and Lane* rejected.

THE COUNCIL OF THE INCORPORATED LAW SOCIETY ON THE LAND LAWS.

IV.

WE have now to consider what advantages, if any, the proposed schemes have over the existing system, and what are their relative advantages. We must compare them with reference to (1) the costs of working; (2) the time occupied in a transfer; (3) safety against suppressed deeds; (4) safety against forgery.

(1) AS TO COSTS OF WORKING.

Mr. Wolstenholme's scheme would gradually but very materially diminish the expense of the preparation, perusal, and verification of the abstract. It might very slightly increase the costs of assurances, as it might in some few cases necessitate the employment of two deeds where one suffices at present; it would, on the whole, be very much cheaper than the existing system. Mr. Hunter's scheme would be more expensive than Mr. Wolstenholme's, as legal assurances passing the legal interest would require registration, thus rendering it necessary for a purchaser to make searches, the expense of which would, as before pointed out, be reduced to a minimum by the adoption of search sheets. Mr. Davey's and Mr. Cookson's schemes would gradually lead to the entire abolition of abstracts. Mr. Cookson's would in some few cases require the employment of two deeds where one would suffice at present, or under Mr. Davey's scheme; while, on the other hand, the deed to be perused by the registrar would in those cases be longer under Mr. Davey's than under Mr. Cookson's scheme. It appears to follow that the difference of costs of working Mr. Cookson's and Mr. Davey's scheme will be very small, and that probably, owing to the ultimate abolition of abstracts, they will be rather cheaper than Mr. Wolstenholme's, the question being whether the expense of the short abstract required under Mr. Wolstenholme's scheme will be greater or less than the expense of inspecting the register for the purpose of seeing who is owner of the property to be conveyed, and of placing the new owner on the register, and of giving any notices and fulfilling other formalities that may be required by the registrar.

(2) AS TO THE TIME OCCUPIED IN A TRANSFER.

We are inclined to think that, if landowners habitually kept proper abstracts of their title made up to date, together with the evidence necessary for verifying them, the time necessarily occupied in a sale or mortgage would be but small; but we know that is never done. No man wishes to incur expense which may never be necessary. Occasionally very great expense and delay is occasioned from the difficulty of obtaining evidence as to a fact material to the title owing to the death or absence of the person able to give evidence or to state where the evidence can be obtained.

Mr. Wolstenholme's scheme would considerably diminish delays of this nature, as, owing to the nature of the abstract, fewer facts would have to be proved to a purchaser than have to be proved under the present system. Mr. Hunter's scheme would lead to greater delay, owing to the necessity of making searches and of examining all the deeds found under the names searched for, and, unless search sheets are adopted, owing to the necessity of examining a number of deeds that do not affect the property.

When Mr. Davey's scheme has come into full operation, the only source of delay will be the necessity of waiting during the period prescribed by the regulations of the office as a security against fraud after giving notice of intention to transfer. This source of delay may be obviated, in the case of a purchaser or mortgagee who is satisfied of the integrity of the registered owner, by adopting a plan of provisional registration, to become absolute after the expiration of the prescribed period—i.e., allowing the new owner or mortgagee to be registered at once, subject to any valid objections to his registration being made during that period.

(3) SAFETY AGAINST SUPPRESSED DEEDS.

Fraud by the suppression of deeds will be found discussed at some length in 2 Dav. Prec., pt. 2, p. 237, *et seq.* A purchaser, in which we include a mortgagee, is never safe from latent or suppressed incumbrances unless he acquires the legal estate under such circumstances that he will be held to be a purchaser for value without notice. If the land is situated in a register county he

can be certain of this fact, subject only to the risk of a forged deed having been registered; but, in a non-register county, he can only arrive at a high degree of probability of the fact.

The principal protection to a purchaser in a non-register county is derived from the rules as to the custody of title deeds, which generally belong to, and ought to be in the possession of, the person having the first estate of freehold. So that, if a vendor states that he is owner in fee, he is expected, as a matter of course, to have the deeds, and, if he is unable to produce them, the probability is that the property is subject to a mortgage, and that the deeds are in the possession of the mortgagee. Cases, however, occur in which this protection fails, as, for instance, (1) where the land has passed for a long period under wills or by succession from intestates, so that there are no deeds; (2) where the owner in fee has, by settlement, cut down his interest to a legal estate for life, in which case he has a right to retain the deeds, and is able to suppress the settlement unless the precaution is taken of indorsing notice of it on the leading title deeds; (3) the owner of an undivided share has but rarely, and the owner of a reversionary interest has never, possession of the deeds.

A person who has merely an equitable interest—a second mortgagee, for instance—is but rarely in the possession of any deeds except that by which his interest is created; in cases of this nature some degree of protection can be obtained by giving notice of the equitable interest to the owner of the legal estate; this notice is not effectual against a conveyance by the owner of the legal estate, as a purchaser from him will be in the position of a purchaser for value without notice, but protection against the acts of the owner of the legal estate may be obtained by causing notice of the equitable interest to be indorsed on the leading title deeds, a course which, though it cannot generally be insisted on by the owner of the equitable interest, is often permitted by the person holding the deeds. Mr. Davidson says, "Rude as this mechanism is, it would be a mistake to undervalue its efficiency." In another place he says, "That losses occasioned by suppressed incumbrances are rare is established by the general testimony of those who are conversant with the subject." But, as his discussion of the cases concerning priority gained by obtaining, or lost by not obtaining or not retaining, possession of the deeds extends to eleven pages, it is questionable whether he does not somewhat overrate the safety against fraud given by the existing law. On this question the Statement says:—

"At the present time, a person willing to advance money on a mortgage has no real security that there is only one mortgage prior to his; for the first mortgagee has the deeds, and there may be a dozen other mortgages of which the proposed second mortgagee has no notice, but which would, in the absence of special circumstances, rank in order of date, it is obvious that this opens a door to fraud."

Any system of registration of assurances, where assurances placed on the register have priority over unregistered assurances, and every system of registration of title, extending, as suggested by Mr. Davey, Q.C., to incumbrances, under which assurances produced to the registrar take precedence over other assurances, will entirely prevent fraud owing to the suppression of deeds, and will greatly tend to simplify the law by doing away with the existing rules as to priority gained by possession of deeds or notice.

(4) SAFETY AGAINST FORGERY.

A forged assurance is, under the existing law, absolutely void, and confers no interest of any nature on the person claiming under it. Mr. Wolstenholme's remarks in the paper already referred to on forgery, and as to the serious effect of a person becoming registered as owner on a registry of title by means of a forged instrument, are well worthy of consideration. He points out with much acuteness, that "every step towards securing a purchaser's title is also a step towards weakening an owner's title, including the title of the purchaser who has just completed his purchase."

The Statement does not discuss what ought to be the effect of a forged assurance being entered on a register of assurances only. But it contains the following remarks, which appear to apply to all systems of registration of title:—

"One weighty objection to all such systems is that an adept in forgery or impersonation might persuade the registrar to register him as transferee, heir, devisee, or realty representative (if one were constituted); and, in that case, might immediately sell and confer an indefeasible title on the purchaser. In the case of Consols, the Bank of England is responsible for any mistake; and if, by means of a forged power of attorney, or fraudulent identification, or otherwise, stock gets

wrongly transferred, the bank has to make it good. In the case of land there would be no bank to fall back upon, and the registrar could not be made responsible for forged transfers. Then, if the State (as in Australia) guaranteed the registered title, the remedy would be pecuniary only. This is sufficient in the case of Consols, but not in the case of land. If the purchaser is to take the compensation instead of the land, where is his indefeasible title? If the registered owner is to take the compensation, the title of a purchaser is indefeasible as against the past, but not as against the future. To one or other indefeasible title vanishes wherever, on the last or any preceding transfer appearing on the register, there has been forgery or personation.

"Bearing in mind the danger of forged transfers, it is obvious that the registrar would be strict in requiring evidence of identity. In dealing with Consols, the bank is able to insist upon identification by brokers or bankers, a small community of known men. It is believed that, as a general rule, no other evidence of identity is accepted. The banker or broker only identifies for a customer, and a person employing neither banker nor broker is practically denied the right of transfer."

It will be observed that a register of assurances only will be free from the objection just stated, for if the forged deed is not registered it will not, for that reason only, affect the purchaser, and if it is registered it will have no effect, on the ground of its being forged; the very fact, however, of its being probable that a person to whom a forged deed is delivered will place it on the register, seems to afford some security against forgery. In most cases the forgery is made for the purpose of raising money on mortgage, and the forger hopes to be able to repay the money and to obtain possession of and to destroy the forged deed before the forgery is detected, as if he can do this he is practically safe against detection; while a deed once registered will always remain on the register, so that on the next occasion when the register is searched the forgery will be detected. We believe that a successful forgery of an assurance, other than a will, is almost unknown, unless the forger is able to obtain access to the deeds, or to obtain a copy of the abstract of the title, so as to be able to shew exactly the nature of the title of the person whose name he forges; if this view is correct, it appears to follow that any system of "speaking" registration of assurances and every system of registration of title, where the register is open to the inspection of the public, will facilitate forgery. If a speaking register is adopted, we can obtain as much security against forgery as we have at present, except, indeed, against forgery by officials having access to the register, by not allowing the public to search the register; by adopting the Scotch system of search sheets; by not issuing any search sheet to a person unable to produce either the last search sheet issued or some instrument which would have to be inserted on that search sheet when made up to the date of the search required, with proper provisions in case of loss of search sheets or deeds.

The forgery of an assurance entitling a person to be registered as owner on a register of title has a much more serious effect than the forgery of an assurance under the present system or under a system of registration of assurances. In those systems, where the title of the registered owner is indefeasible, it deprives the true owner of his rights; in systems like Mr. Davey's, where the rights of the registered owner are subject to those of the persons in possession, it will, we believe, be found that no forgery will oust the true owner, except a forgery of a transfer of mortgage to which the owner of the land is not a party, or the forgery of a will.

The effect of a forged instrument in the case of registration under Mr. Davey's scheme appears to differ according as the forgery is before or after the original registration. In the former case the forgery can have no effect, as the rights of the registered owner are subject to everything which happened before the original registration. On the other hand, if the forgery happens after the original registration, the effect of a forged assurance, followed by registration of some person as owner under it, appears to depend on the nature of the instrument; if it be a conveyance of the land, a lease, or a mortgage, it appears to be void, because the rights of the person registered as owner under it are subject to the rights of the persons in possession, who comprise the registered owner whose name is forged; on the other hand, registration under a forged transfer of mortgage or a will appears to give a good title to the person so registered, because the mortgagee or person who rightfully became entitled on the death of the testator is not in possession, and, therefore, his rights are not preserved. If a person who is registered under a forged conveyance is registered as owner, no person intending to purchase or take a mortgage from him need be defrauded, for the result of his inquiries on the land will necessarily inform him who is the true owner, and no person need be defrauded

by accepting a transfer where his transferor was registered as owner of a charge under a forged deed of transfer, as he can inquire from the registered owner of the land who is his mortgagee, an inquiry which is involved in the inquiry now made by every prudent person intending to take a transfer of a mortgage—namely, what is the amount now due to A. on his mortgage? We see no method of preventing forgery of wills, but it would be safer if no will was allowed to confer a title for registration before probate.

The following scheme would, we believe, render it practically impossible to register a forged deed under Mr. Davey's scheme. We propose that the registered owner should be at liberty to have the words "not transferable" placed on the register against the entry of his title. When this is done a document should be issued to him, bearing a reference by numbers only to the entries in the register, but containing no information either as to the nature of the property or the person in whose favour it was issued, and that no transfer of the land or charge should be made without the production of this document or an order of court, unless, indeed, on the payment off of a charge by payment of the amount of capital with a year's interest into the Land Office. The result would be that if the owner kept this document in his own possession, or in the hands of any person who did not know what he was registered as owner of, it would be impossible to register a forged deed. The security gained by the possession of this document would be similar to that gained under the existing system by the possession of the title deeds. We may add that the deposit of this document by the owner of land with a mortgagee on an account current would afford perfect security to the latter against a second mortgage being made without his concurrence.

(5) INSURANCE AGAINST FORGERY.

Mr. C. F. Brickdale, in an address delivered in January of the present year, before the London Chamber of Commerce, stated that in some of the colonies the system of registration with indefeasible titles is to accept all titles which are practically safe, though they be formally defective, charging a small percentage, as an assurance fund to cover any possible error, should a bad title be accepted. (See Parliamentary Return on Registration of Title in British Colonies, 1881, p. 141, and the evidence of Sir R. Torrens and Sir A. Blythe given before Mr. Osborne Morgan's Committee.) It appears that this system might be employed if Mr. Davey's scheme is adopted to guard against loss by forgery. Mr. Brickdale says that a charge of one halfpenny in the pound is found to create too large an assurance fund, considering that the cases of forgery must be rarer than those of bad titles, it appears that probably an insurance fund of one farthing in the pound, say £1 per £1,000, or two shillings per £100, would form an ample fund. If this scheme were adopted it might be safely declared that every registration of ownership obtained by forgery should be absolutely void, but that any purchaser for value defrauded by such registration should be compensated out of the fund, perhaps not to the full amount of his loss so as to give no encouragement to carelessness.

COMPARISON OF THE SCHEMES.

We have now placed before our readers, as impartially as we can, materials for forming their own judgment as to the merits of the schemes that we have discussed; they will, probably, consider that Mr. Wolstenholme's and Mr. Davey's schemes are better than any schemes containing registry of deeds only. In deciding between these schemes it must be remembered that Mr. Wolstenholme's would occasion the least change from the present practice, as we are familiar with the plan of effecting a settlement by two deeds—one, the conveyance in trust for sale, the other containing the beneficial trusts; while, on the other hand, Mr. Davey's scheme will necessitate the employment of an army of officials, with the risk, unless the head of the office is directly responsible to Parliament, of delays occasioned by that slavish adherence to routine which is so dear to the official mind. At the same time, we do not conceal our opinion that Mr. Davey's scheme, with the precautions against fraud that we have suggested, and possibly with the addition of an insurance fund, is, on the whole, the scheme most likely to work cheaply, expeditiously, and safely.

The twenty-sixth anniversary festival of the Solicitors' Benevolent Association will be held at "The Albion," Aldersgate-street, on Wednesday, June 30, when George Burrow Gregory, Esq., M.P., has kindly consented to preside.

CORRESPONDENCE.

BILLS OF SALE.—*Ex parte* STANFORD, *Re* BARBER.

[To the Editor of the Solicitors' Journal.]

Sir,—Will you allow me space for a few observations on the above case, by way of supplement to your own valuable comments on it in your last issue?

There can be no doubt (as Lord Justice Lindley observed) that the words, "as beneficial owner," were inserted in order to bring in the statutory covenants for title, and his lordship must be considered to have held that these covenants, if expressly inserted, would have invalidated the bill of sale.

Now, what are these covenants for title? They are, in effect, that the grantor has the right to do what he professes to do; that he will not disturb the grantee, and will make good any defects in the present conveyance by a further assurance, if required. Before the passing of the Conveyancing Act, 1881, they were inserted, as a matter of course, in conveyances and mortgages of real or personal estate, as expressing the obligation which, according to the practice of conveyancers sanctioned by the court, attach to the relation of vendor and vendee, mortgagor and mortgagee. They are such as no honest man could object to enter into, and might have been insisted on under an open contract. It is true that, as regards mortgages, particularly of chattels, they are of very little value, as, on a breach of them, the grantee would recover no more than by an action on the covenant to pay, but they have been generally inserted for what they are worth, and are eminently fair and reasonable.

The Bills of Sale Act, 1882, s. 9, provides that a bill of sale shall be void unless made in accordance with the form in the schedule. This has been held to mean, not that the form must be literally followed, but that "nothing substantial must be subtracted from it and nothing actually inconsistent added to it" (*per* Lord Esher in *Davis v. Burton*, L. R. 11 Q. B. D. 540). Applying this test, it seems clear that the ordinary covenants for title inserted at the end of a bill of sale following the statutory form, would not be inconsistent with any part of that form, would not conflict with, or alter the meaning of a single word in it. They would simply be an addition embodying that obligation which has been always considered an incident to the transaction.

The Conveyancing Act was passed in order to shorten legal instruments by making those covenants and powers which were known as common forms, incident to the transaction. Thus it provides that a mortgagee shall have power to sell, to insure against fire, &c. It is clear (as you remark) that these powers attach, without express words, to a bill of sale in the statutory form, and this would have been the case with covenants for title also, if the Act had simply provided that they should be implied in every case where the grantor is, in fact, a beneficial owner. But the framers of the Act thought it desirable that this fact should be stated on the face of the deed, so as to prevent a question being afterwards raised on this point, and therefore made it necessary that he should expressly convey "as beneficial owner." The words are not mere words of art, they are rather the statement of a fact—viz., that the grantor is a beneficial owner—intended to carry with it the obligation arising out of that fact—viz., the liability to the ordinary covenants for title.

The judges in the recent case seem to have thought that the grantee, in availing himself of the formula "as beneficial owner," committed a sort of fraud on the grantor—set a trap or pitfall for him. "How (say they) could a plain man know that these simple words imply these (complicated (?)) covenants?" It might be asked with equal force, "How could a plain man, executing a mortgage of chattels without an express power of sale, or power to insure, know that such powers would be conferred by law on the mortgagee?" The answer to both these questions is the same—viz., that every man, including the grantor of a bill of sale, is deemed to know the law, and when we consider how very innocent these covenants for title are, that they are such as any plain man would naturally suppose himself to be bound by, the remarks of the learned judges about traps and pitfalls are somewhat absurd. If this is a trap, the Conveyancing Act is a series of traps, and it would seem the duty of an honest solicitor to disregard it, and return to the old common forms.

W.

SOLICITOR TRUSTEES.

[To the Editor of the Solicitors' Journal.]

Sir,—As an illustration of the hardship caused by this rule, I may mention my own case. My late uncle, whose legal business I conducted, had his will prepared by a local solicitor, and appointed me trustee thereof. He was, of course, unaware that I should be precluded from making ordinary charges, and the gentleman who prepared the will did not know I was a solicitor—otherwise the clause entitling me to charge would doubtless have been inserted.

Result: plenty of work and no pay—for I do not feel justified in relinquishing the trust.
Feb. 16.

* * A SUBSCRIBER.—Next week.

CASES OF THE WEEK.

COURT OF APPEAL.

Re TERRY AND WHITE—C. A. No. 1, 13th and 15th February.

VENDOR AND PURCHASER—CONDITIONS OF SALE—RIGHT TO COMPENSATION—RIGHT TO RESCIND.

This was an appeal from a judgment of Bacon, V.C. White purchased certain land at an auction for £555, according to certain particulars and conditions of sale. Condition 3 stated that each lot was believed and should be taken to be correctly described as to quantity and otherwise, and the respective purchasers should be deemed to buy with full knowledge of the state and condition of the property as to repairs and otherwise, and no error, mis-statement, or mis-description should annul the sale, nor should any compensation be allowed in respect thereof. Condition 6 stated that each purchaser should send in his objections and requisitions to or in respect of the title, and of all matters appearing upon the abstract or the particulars or conditions of sale, within ten days from the delivery of the abstract; and condition 7 stated that if any purchaser should insist on any objection or requisition which the vendor should be unable or, on the ground of expense or otherwise, unwilling to answer, comply with, or remove, the vendor might annul the sale without any compensation. The land was described in the particulars of sale as consisting of 4 acres, 3 roods, 37 perches. When the abstract was sent in the land was found to consist of only 3 acres, 1 rood, 37 perches. The mistake was an unintentional one. The purchaser sent in a requisition claiming compensation. The vendor thereupon gave notice rescinding the contract under condition 7. The purchaser took out a summons under the Vendor and Purchaser Act, 1874, for a declaration that the vendor was not entitled to rescind, and that he, the purchaser, was entitled to compensation in respect of the deficiency. Bacon, V.C., gave the purchaser £172 10s. compensation. The vendor appealed. The purchaser contended that condition 3 only applied to small and inconsiderable errors, of which this was not one, and that conditions 6 and 7 only gave power to rescind on an objection as to title. The court, after reserving judgment, allowed the appeal. Lord Esher, M.R., said that this was in substance a claim by the purchaser for specific performance of the contract with compensation. The conditions were to be construed in their ordinary sense. Condition 3 meant to put a purchaser who did not choose to look at and measure the land in the same position as if he had done so, and that he should not be entitled to compensation for a mis-description. Therefore, the purchaser was not entitled to compensation. Condition 6 did not apply merely to objections to title, and the words "and of all matters appearing upon the abstract" included the present requisition or objection. The vendor, therefore, was entitled to rescind under condition 7. As to *Whittemore v. Whittemore* (L. R. 8 Eq. 603), if that case was supposed to decide that a condition similar to condition 3 applied only to small errors, and that a purchaser could get specific performance with compensation where the error was considerable, the decision did not appear to him to be satisfactory. Lindley, L.J., concurred, and pointed out that if the error were considerable the court would not, at the instance of the vendor, enforce specific performance of the contract notwithstanding condition 3. Lopes, L.J., thought that condition 3 only applied to inconsiderable errors, but conditions 6 and 7 clearly entitled the vendor to rescind.—COUNSEL, *W. Barber, Q.C., and Russell Roberts; Romer, Q.C., and E. W. Byrnes.* SOLICITORS, *Johnson & Weatherall, for Lamb, Brooks, & Sherwood, Odham; Elliott & Ash, for W. H. Bayley, Basingstoke.*

CASEY AND OTHERS v. HELLYER—C. A. No. 1, 6th and 15th February.

PRACTICE—ACTION FOR THE RECOVERY OF LAND—DEVISEE OF LESSOR—SPECIALLY-INDORSED WRIT—RIGHT OF DEFENDANT TO A STATEMENT OF CLAIM—ORD. 3, r. 6 (f.); ORD. 20, r. 1 (b.).

This was an action for the recovery of certain houses on the expiration of the lease. The indorsement on the writ was headed "Statement of claim," and stated that the plaintiffs were, as to some of them, devisees under the will of James Richard Aylen, and, as to the rest, assignees of a devisee, and they claimed possession of certain houses demised by James Richard Aylen, deceased, to the defendant for twenty-five years, which term had expired on the 24th of June, 1885, and mesne profits. The defendant appeared, and gave notice that he required a statement of claim. The plaintiffs applied for judgment under order 14, as upon a specially-indorsed writ under ord. 3, r. 6 (f.), and the defendant obtained leave to defend. The defendant then took out a summons requiring the plaintiffs to deliver a statement of claim. The judge at chambers, reversing the order of the master, and the Divisional Court refused the application. The case is reported in 34 W. R. 271. The defendant appealed, and contended that ord. 3, r. 6 (f.), only applied to an action by a landlord who let the land, and not to an action by his devisee or heir, who would have to prove his title; that, therefore, the writ could

not be specially indorsed, and the defendant was entitled to a statement of claim under ord. 20, r. 1 (c.). The court (Lord Esher, M.R., Lindley and Lopes, L.J.J.), after taking time to consider and to consult the other members of the Court of Appeal, held that ord. 3, r. 6 (f.), only applied to an action by a landlord who had himself granted the lease, or to whom the tenant had attorned by paying rent, in both of which cases no proof of title would be necessary. The plaintiffs were not in that position here, and so could not specially indorse their writ, and, therefore, the defendant was entitled to a statement of claim. The appeal was allowed.—COUNSEL, *Crump, Q.C., and Robson; Lumley Smith, Q.C., and Bartley Dennis.* SOLICITORS, *A. W. Mills, for T. A. Bramson, Portsmouth; Chamberlayne & Beaumont, for M. Hyde, Portsmouth.*

SMITH v. DAVIES—C. A. No. 1, 12th February.

APPEAL—TIME—FORECLOSURE JUDGMENT OBTAINED UNDER ORDER 15—R. S. C., 1883, ORD. 58, R. 15.

This was an appeal from a foreclosure judgment which had been obtained upon an application under order 15. When the notice of appeal was given more than three weeks had elapsed since the perfecting of the order, and the objection was raised that the order was an interlocutory one, and that the appeal was, therefore, too late. Before the appeal came on for hearing the foreclosure had been made absolute. The court (Lord Esher, M.R., and Lindley and Lopes, L.J.J.) held that, for the purpose of an appeal, the original foreclosure judgment was a final order, and that the appeal, having been brought within a year, was in time.—COUNSEL, *F. T. Procter.* SOLICITOR, *H. P. Cobb.*

NATIONAL PROVINCIAL BANK OF ENGLAND v. GAMES—C. A. No. 2, 11th February.

MORTGAGOR AND MORTGAGEE—FORECLOSURE ACTION—COSTS OF MORTGAGEE.

This was a foreclosure action, and the question was what costs the plaintiffs (the mortgagees) were entitled to charge against the mortgaged property. The plaintiffs were equitable mortgagees by deposit of the title deeds of freehold property, accompanied by a memorandum by which the mortgagor agreed upon request to execute to the plaintiffs a mortgage of all his estate and interest in the property comprised in the deeds, the mortgage to contain a covenant for payment, a power of sale, and all other usual clauses. The plaintiffs afterwards requested the mortgagor to execute a legal mortgage, and a mortgage deed was prepared by their solicitors and tendered to him, but he refused to execute it. The plaintiffs commenced a foreclosure action, and after its commencement the mortgagor became bankrupt, and the trustee in the bankruptcy was added as a defendant to the action, and an order was made by consent that, upon payment by the trustee to the plaintiffs of a specified sum, together with their costs of the action, including any charges and expenses properly incurred by them as mortgagees subsequently to the 6th of May, 1882, to be taxed by the taxing master, the action should be dismissed. In carrying in their costs for taxation in pursuance of this order the plaintiffs claimed (*inter alia*) the following items:—(1) The taxed costs of a judgment which they had on the 6th of May, 1882, obtained in an action in the Queen's Bench Division, against the mortgagor for the mortgage-money, as money lent to him; (2) the costs of certain correspondence with a surety who had given the plaintiffs a promissory note as collateral security for the mortgage debt, with the view of obtaining payment from the surety; (3) their costs of preparing the legal mortgage, and endeavouring to obtain its execution by the mortgagor; (4) their costs of investigating the title to the property. The taxing master disallowed all these items. In his answer to the plaintiffs' objections to his certificate he said:—"The items disallowed by me are not mortgagees' costs—i.e., not such costs as mortgagees are entitled to against the property in mortgage. A mortgagee is merely a secured creditor, and is only entitled to party and party costs against the mortgaged property of any action for foreclosure, or to obtain possession, &c. The item of taxed costs of judgment in the action in the Queen's Bench Division is recoverable under that judgment, and does not attach on the mortgaged property. A mortgage deed could not be charged, and in this case of an equitable mortgage the costs of preparation of deeds to give the legal title are in the same position. These deeds were never executed. All the other items are between solicitor and client, and not between party and party (see *Gregg v. Slater*, 22 Beav. 314, and *French v. Baron*, 2 Atk. 120)." On a summons to review the taxation, Pearson, J. (*ante*, p. 77), allowed the items (1) and (2), but agreed with the taxing master in disallowing the items (3) and (4). He said that he preferred the decision in *Ellison v. Wright* (3 Russ. 458), in which the Master of the Rolls "stated the principle to be that the mortgagee was entitled to be allowed in account against the mortgagor all expenses properly incurred for the recovery of the mortgage-money," to the decision of Shadwell, V.C., in *Lewis v. John* (9 Sim. 366). And, on the authority of what was said by Kindersley, V.C., in *Pryce v. Bury* (3 Drew. 41), he held that the mortgagee must bear his own costs of preparing the legal mortgage and tendering it to the mortgagor for execution, and of investigating the title to the property. The Court of Appeal (Corrigan, Bowen, and Fry, L.J.J.) affirmed the decision as to the items (2) and (4), but varied it as to the item (3), and also (under the special circumstances of the case) as to the item (1). Corrigan, L.J., said that the principle was laid down in *Dryden v. Frost* (3 My. & C. 675), where Lord Cottenham, C., said:—"This court, in settling the account between a mortgagor and a mortgagee, will give to the latter all that his contract, or the legal or equitable consequences of it, entitle him to receive, and all the costs properly incurred in ascertaining or defending such rights, whether at

law or in equity. But even as to the costs in equity this court exercises a discretion, and refuses to him his costs if his conduct has been improper; and, in some cases, orders him to pay them. In *Detillin v. Gale* (7 Ves. 585), Lord Eldon says he ought to be indemnified to the extent that he acts reasonably as mortgagee, which must mean, reasonably with respect to such rights as his mortgage title gives him." And the rule was accurately stated in *Seton on Decrees*, 4th ed., vol. 2, p. 1059, thus:—"Both in foreclosure and redemption actions the mortgagee is entitled to the costs of suit, and also to all costs properly incurred by him in reference to the mortgaged property for its protection or preservation, recovery of the mortgage-money, or otherwise relating to questions between him and the mortgagor, and to add the amount to the sum due to him on his security for principal and interest." Under this rule the plaintiffs would be entitled to the costs of the judgment in the Queen's Bench Division, and to the costs of the correspondence with the surety. His lordship was of opinion that *Ellison v. Wright* ought to be followed in preference to *Lewis v. John*. In the present case, however, the plaintiffs were not entitled to the costs of the judgment, because the agreement with the trustee was that they should have only the costs subsequent to the 6th of May, 1882, and the judgment was recovered on that day. As to the costs of investigating the title to the property, and of preparing, and tendering to the mortgagor for execution, a legal mortgage, the contract with the mortgagor was for a mortgage of his interest in the property. The plaintiffs could only claim a conveyance of such interest as the defendant had, and they were not, therefore, entitled to the costs of any regular investigation of the title; they were only entitled to the costs of examining the deeds for the purpose of seeing how the mortgage-deed ought to be framed. But they were entitled to the costs of preparing the mortgage-deed and tendering it to the mortgagor for execution, for it was part of his contract that a legal mortgage should be executed. *BOWEN and FRY, L.J.J., concurred.*—COUNSEL, *Sir A. Watson, Q.C., and G. Stapylton Barnes; Upjohn. SOLICITORS, Wilde, Berger, & Moore; Schultz & Son.*

Re ATKINSON, ATKINSON v. BRUCE—C. A. No. 2, 9th February.

SETTLED LAND—TENANT FOR LIFE—DISCRETIONARY TRUST OF RENTS DURING LIFE OF GIVEN PERSON—SETTLED LAND ACT, 1882, s. 2, SUB-SECTIONS 5, 6, 10 (i.), s 58, SUB-SECTION 1 (VI., IX.).

The question in this case was whether persons entitled under a discretionary trust for the application of the rents of settled land during the life of a specified person constituted (so to say) a "compound" tenant for life within the meaning of the Settled Land Act, 1882, so that they together could sell the land under the Act. A testator devised an estate to trustees, during the life of his son, on trust to receive the rents and profits thereof, and to repair, improve, and manage the same, and, after payment of costs and the interest of mortgages, to hold the residue of the rents and profits on the trusts thereafter mentioned, and, after the death of the son, to the use of his first and other sons successively in tail, with remainders over. And the testator declared that his trustees should, during the life of his son, pay and apply the clear residue of any rents and profits which, under the trust thereinbefore contained, should, during the life of the son, become payable to them, in such manner, in all respects, as they should think fit for or towards the maintenance and support, or otherwise for the benefit, of the son, and of any wife with whom he might intermarry, and his child or children by her, or for the benefit of any one or more of such objects, and so that, in case the son should at any time assign, anticipate, or charge, or attempt to anticipate his interest under the will, or any part thereof, or should do any act whereby, either directly or by operation of law, he would, if absolutely entitled to such interest, be deprived, or liable to be deprived, of the benefit or enjoyment thereof, then, and immediately thereupon, the trust thereinbefore declared in favour of the son should absolutely cease and determine, and the rents and profits should thenceforth, during his life, be applied by the trustees, either for the maintenance and support or benefit of the son, or for such other purposes, and in such manner, in all respects, as the trustees should, in their absolute discretion, think fit. The son was married, but he had no children. This action was brought (by originating summons) by the son and his wife against the trustees, asking a declaration whether the plaintiffs and their children (if any) were entitled to the rents and profits of the estate as "tenant for life," or whether they had the powers of a tenant for life under the Settled Land Act. It was contended that, as there were no children of the son, he and his wife were together, "for the time being, under a settlement beneficially entitled to possession of settled land" for the life of the son, and that they together constituted the tenant for life for the purposes of the Act, sub-sections 5 and 6 of section 2 being relied on, and also sub-section 10 (i.), which provides that "possession includes receipt of income." *Pearson, J. (L. R. 30 Ch. D. 605, 29 SOLICITORS' JOURNAL, 589), declined to adopt this view.* He thought that the question depended on the construction of section 2 (6). Section 51 did not apply, because the forfeiture clause did not in any way limit the powers of anyone who was tenant for life. Nor could the applicants have the powers of a tenant for life under section 58 (sub-sections 1, vi., ix.), unless they could first show that they constituted a tenant for life, or were entitled to the income for life. He thought it was absolutely impossible for the son, or his wife, or their children, or all of them together during the life of the son, to compel the trustees to pay the whole of the income to them, and, if the son should become bankrupt, the trustees could apply the income for any other purposes as they, in their absolute discretion, should think fit. He thought the words "entitled to possession," in sub-section 5, meant entitled in "possession," as distinguished from "reversion." In the present case the son and his wife were, on the most favour-

able construction, only the persons *in esse* entitled to the rents. If any children should come into existence they would no longer be entitled; it might be that the children would then receive the whole of the rents. His lordship read the words "so entitled," in sub-section 6, as meaning "entitled for life." In the present case none of the persons interested was entitled for life, and they could not together make up a tenant for life. They were not, therefore, entitled to exercise the powers of a tenant for life under the Act. The Court of Appeal (*CORRON, BOWEN, and FRY, L.J.J.*) affirmed the decision. *CORRON, L.J.*, said that, if sub-section 6 of section 2 applied, there was, independently of the forfeiture clause, no direction for the payment of the rents to either the son, or his wife, or both of them, during the son's life. It was a trust during the life of the son to apply the rents for the benefit of himself and his wife and their children, if any. It was merely a direction to pay to the son and his wife, or one of them, until there should be other objects of the trust. Sub-section 1 (vi., ix.) of section 58 did not, therefore, apply. *BOWEN and FRY, L.J.J., concurred.*—COUNSEL, *Cookson, Q.C., and Mulligan; Cozens-Hardy, Q.C., and Dunham. SOLICITORS, Smiles, Binyon, & Ollard; Crocody, Son, & Turry.*

HIGH COURT OF JUSTICE.

JENNER-FUST v. NEEDHAM—*Pearson, J., 13th February.*

MORTGAGE—FORECLOSURE ACTION—ORDER FOR FORECLOSURE ABSOLUTE—DISCHARGE OF RECEIVER—MONEY IN RECEIVER'S HANDS.

This case (noted *ante*, p. 255) came on again for hearing, the mortgagor having been served with notice of the application. The action was for the foreclosure of a mortgage. A receiver of the rents of the mortgaged property was appointed in July, 1883. The ordinary foreclosure judgment was given in April, 1884, giving six months from the date of the certificate for redemption. The certificate was made on the 2nd of July, 1885, so that the 2nd of January, 1886, became the day for redemption. The defendants failed to pay the amount which was found due from them on that day, and the plaintiffs applied *ex parte* for an order for foreclosure absolute, asking also that the receiver might be discharged at once without passing his accounts, and that he might be ordered to pay over to the plaintiffs a balance which was in his hands. The receiver made an affidavit that he had a balance of £1,094 in his hands. This sum had arisen from rents received by him before the 2nd of January, 1886. *Pearson, J.*, required notice of the application to be served on the mortgagors, and they now appeared by counsel and opposed it. On their behalf it was urged that they were entitled to rents received before the foreclosure absolute, and that they could not have the estate and the money in the receiver's hands also. If a mortgagee received rents himself before the foreclosure absolute they must be taken into account, and it could not make any difference that the rents had been received by a receiver. Reliance was placed on *Geldard v. Hornby* (1 Ha. 251), and *Press v. Coke* (L. R. 6 Ch. 645). On behalf of the mortgagees it was urged that, as the money was *in medio* when the time for redemption came, and could not be received by them till after that day, the case was analogous to that of rents being outstanding in the hands of tenants at the date fixed for redemption, in which case the mortgagee would be entitled to the rents. Reliance was placed on *Constable v. Howick* (5 Jur. N. S. 331) and *Webster v. Paterson* (L. R. 25 Ch. D. 626). *PEARSON, J.*, held that a fresh account must be taken of what was due to the plaintiffs, and that the receiver must pass his accounts. And he gave the defendants a month from the date of the fresh certificate to redeem on payment of what should then be found due. He said that the sum in the receiver's hands ought to go in reduction of what was due to the mortgagees. It had not been received after the day fixed for payment, but was at that date *in medio* in the hands of the court. It was quite true that, in cases in which a mortgagee had obtained, or was in a position to obtain, an order absolute for foreclosure, the subsequent receipt of rents by him had been held not to open the certificate, because in such a case he had become the absolute owner of the property before the rents had been received. But in the present case the rents had been received before the mortgagees had become absolute owners. The costs of this application would be costs of the action.—COUNSEL, *Nalder; Willis-Bund. SOLICITORS, Russell & Hill; A. Hunt.*

Re H. H. VIVIAN & CO.—*Pearson, J., 13th February.*

COMPANY—REDUCTION OF CAPITAL—ADVERTISEMENT OF PETITION—USE OF WORDS "AND REDUCED"—COMPANIES ACT, 1867, ss. 9, 10, 11, 13—COMPANIES ACT, 1877, ss. 3, 4—GENERAL ORDER OF MARCH, 1868, RE. 2—20.

This was a petition for the confirmation of the reduction of the capital of the company, and a question arose as to the discretion of the court to dispense with the use of the words "and reduced" as part of the name of the company, and with advertisements of the petition and an inquiry at chambers as to creditors of the company. The company was formed to purchase a smelting and mining business. The memorandum of association stated that the capital of the company was £360,000, divided into 20,000 preference or A. shares of £10 each, and 16,000 ordinary or B. shares of £10 each. All the shares had been issued, all the B. shares having been allotted as fully paid up to the vendor of the business in part payment of the purchase-money, the remainder of the purchase-money being paid in cash. The vendor also subscribed for 2,500 of the A. shares, of which 1,500 had been fully paid up in cash. One of the properties

of the company, which stood in the books of the company as of the value of £32,194, had recently become of no value. The vendor had offered to assent to the cancellation of 1,200 of his fully paid-up A. shares and 2,000 of his fully paid-up B. shares, in order that the capital of the company might be reduced by £32,000, and the company had passed a special resolution to reduce the capital to that extent in that way. The reduction involved no return of capital, and no reduction of liability on the shares. By the leave of the court previously obtained the petition was placed in the list for hearing without any previous reference to chambers for directions and without any advertisement. The company had used the words "and reduced" as part of their name since the presentation of the petition. The court was asked to dispense with any further use of the words, and with any advertisement of the petition. PEARSON, J., confirmed the reduction, and granted the rest of the application. He said that in substance there would be no reduction of the capital; there would only be a reduction of the purchase-money paid to the vendor. But the vendor must join in the petition. The order must be advertised.—COUNSEL, Higgins, Q.C., and F. B. Palmer. SOLICITORS, Hollins, Son, & Coward.

Re THE WEST AFRICAN TELEGRAPH CO.—PEARSON, J., 13th February.

COMPANY—REDUCTION OF CAPITAL—ADVERTISEMENT OF PETITION—USE OF WORDS "AND REDUCED"—COMPANIES ACT, 1867, ss. 9, 10, 11, 13—COMPANIES ACT, 1877, ss. 3, 4—GENERAL ORDER OF MARCH, 1868, rr. 2—20.

This was a similar petition. The capital of the company, as stated by the memorandum of association, was £1,000,000 in £10 shares. Of these, only 2,000 shares had been issued, and nothing had been paid upon them. A special resolution had been passed to reduce the capital to £400,000, in £10 shares. By the leave of the court, previously obtained, the petition was placed in the list for hearing without any previous reference to chambers for directions. The court also dispensed with the use of the words "and reduced," as part of the name of the company, until the hearing. The presentation of the petition had been advertised. There was an affidavit by the secretary of the company stating that, with the exception of some small sums due for wages, the company had only one creditor for a sum of £3,800. This creditor had been served with notice of the petition, and he appeared by counsel and consented to the proposed reduction. No prospectus had ever been issued of the company, the 2,000 shares having been subscribed for privately. The court was asked to dispense with the use of the words "and reduced," and with any further advertisement of the petition, and with an inquiry in chambers as to creditors. PEARSON, J., said that he felt some difficulty in dispensing with the use of the words "and reduced," because he thought that the public, who might be inclined to subscribe for shares, ought to know that there had been so large a reduction of the original capital. But ultimately, upon an affidavit being filed that no prospectus had been issued of the company, he dispensed with the use of the words "and reduced." He also dispensed with a reference to chambers and with any further advertisement of the petition, but he said that the order must be advertised.—COUNSEL, Beckett, Q.C., and W. Latham; STIRLING. SOLICITORS, Freshfields & Williams; Murray, Hutchins, & Stirling.

BARING v. ASHBURTON—CHITTY, J., 15th February.

CONSTRUCTION—WILL CONTAINING WORDS OF COMPLETE DISPOSITION—FOREIGN PROPERTY NOT AFFECTED BY WILL—ELECTION—"FORTUNE."

In this case the question arose whether a general gift contained in the will of a French lady domiciled in England was to be construed as shewing an intention on the part of the testatrix to devise her French immovables so as to put to their election the legatees who, by the law of France, took the French immovables. It appeared that the late Dowager Lady Ashburton, who was French by birth, but domiciled in England, by her will, dated 1878, and made in the French language, but in English form, gave legacies and annuities to divers persons, including her only daughter, the Duchess of Grafton, and a specific legacy of articles of vertu to her only son, Lord Ashburton, and the testatrix declared that "after deduction of all the legacies the residue of my fortune (*le surplus de ma fortune*) shall belong to my grandson, F. Baring." The only real estate belonging to the testatrix was situate in France, and her personality was not quite sufficient to pay her debts and legacies. The Duchess of Grafton and Lord Ashburton were her French heirs. CHITTY, J., after observing that the word "fortune" in the English language would be sufficient to pass in a will personal and real estate, and that by the French expert evidence the word in French had a similar force, said that it was to be borne in mind that the will was, by the law of France, not an instrument which could pass the real estate. According to the authorities the universality of a gift of property contained in a will was not sufficient to demonstrate or create a ground of inference that the giver meant it to extend to property incapable, though his own, of being given by the particular instrument. That was the rule of interpretation as stated in *Maxwell v. Maxwell* (2 De G. M. & G. 705), and as shewn by *Allen v. Anderson* (5 Hare, 163). The testatrix, therefore, could not be said to have intended to affect her French immovables, and he was unable to find any expressions in the will which could be said to explain the general gift in any way which could take it out of the rule of interpretation upon which his judgment depended.—COUNSEL, Romer, Q.C., and S. Dickinson; Horace Dasey, S.G., and Vaughan Hawkins; Macnaghten, Q.C., and R. F. Norton; STIRLING; Herbert Broughton. SOLICITORS, Broughton & Broughton; Farrer & Co.; Solicitor to the Treasury.

BERTLIN v. GORDON—CHITTY, J., 13th February.

PRACTICE—MORTGAGE AND MORTGAGEE—FORECLOSURE—MISFEASANCE IN CURB—SUCCESSION—PERIODS OF REDEMPTION.

In this case, being an action for foreclosure by a first mortgagee of a reversionary interest and policy of life assurance against the mortgagee and second mortgagee, it was asked by the second mortgagee that there should be a further period of redemption beyond the usual one of six months. CHITTY, J., made an order for separate periods—viz., six months and one month.—COUNSEL, Brett and Gascoigne. SOLICITORS, Farlow & Jackson; Gordon & Dalliard.

DRIFFIELD AND EAST RIDING PURE LINSEED CAKE CO. v. WATERLOO MILLS CAKE CO.—BACON, V.C., 10th February.

PATENT—INFRINGEMENT—THREATS—LETTER—PATENT ACT, 1883, s. 32—"CIRCULARS, ADVERTISEMENTS, OR OTHERWISE."

The question in this case was whether section 32 of the Patents Act, 1883, applies only to threats of a public character or to private letters also. The defendants sent a lawyer's letter to the plaintiffs asserting that they had infringed their patent and threatening legal proceedings. They did not follow up this letter by an action. The plaintiffs now brought an action for an injunction against a continuance of the threats, and damages. The defendants argued that the letter did not come within the words "circulars, advertisements, or otherwise," and they withdrew the charge of infringement. BACON, V.C., said that the letter was clearly within the words of the section. The words "any other person" were conclusive on that point; and the plaintiffs were entitled to an injunction to restrain the continuance of the threats, but there was no case for an inquiry as to damages.—COUNSEL, Aston, Q.C., Miller, Q.C., and C. Healey; Marten, Q.C., and Kenyon Parker. SOLICITORS, Andrew Wood & Glasier; Chester, Mayhew, Broome, & Griffiths, for Holden, Sons, & Hodgson, Hull.

In the Goods of REID—P. D. & A. Div., 16th February.

ADMINISTRATION WITH WILL ANNEXED—REVOCATION—MARRIAGE OF ADMINISTRATRIX—DESERTION BY HUSBAND—SALE OF PROPERTY.

This was a motion for revocation of a grant of letters of administration with the will annexed. The testatrix, by her will, directed that a mortgage upon her leasehold house should be paid off, and that the house should be afterwards sold, but she appointed no executor. A grant of administration with the will annexed was made to one of the daughters of the testatrix. The administratrix shortly afterwards married, but she had been deserted by her husband, who had not been heard of for five years. The mortgage had been paid off, and the administratrix had contracted to sell the house, but the purchaser refused to complete the sale unless the husband of the administratrix joined in the conveyance. There was no other unadministered property, and with the consent of the administratrix and her two sisters a motion was made for revocation of the grant and for a fresh grant of administration with the will annexed to the only son of the testatrix, who was willing to take such grant. Reference was made to *In the Goods of Dye* (2 Robertson, 342), where, in consequence of the refusal of the Bank of England to transfer stock in the absence of the husband of an executrix, the court revoked the grant of probate to such executrix, and decreed probate to the other executrix alone. BUTT, J., said that *In the Goods of Dye* was distinguishable, because in that case the executrix had not intermeddled with the estate. There was no authority for the present motion, which must be refused.—COUNSEL, Hurrell. SOLICITORS, Hurrell & Lawrence.

COUNTY COURTS.

CLERKENWELL.

(Before Judge EDDIS, Q.C.)

Jan. 21; Feb. 7.—Munton and another v. Lord Truro.

Murray was counsel for plaintiff, and Channell, Q.C., for defendant. The arguments are reported *ante*, p. 243.

Feb. 7.—His Honour.—This is an action brought as a test case against the defendant, as registrar of the Middlesex Registry, for the purpose of obtaining a judicial decision as to the fees properly chargeable by that office. A memorial of a deed was brought by the plaintiffs to the registry office for registration, such memorial containing only 199 words. The deed was subsequently returned to the plaintiffs with the certificate of registration indorsed upon it, and plaintiffs paid the registrar a fee of 5s., which it was agreed, for the purposes of this action, should be treated as having been paid compulsorily. The registry was created by the 7 Anne, c. 20, which is the only statute that regulates its proceedings. The plaintiffs contend that the only fee properly payable was 1s. under the 11th section of the Act. The defendant claims in addition the following fees:—(1) 6d. extra in respect of the length of the memorial beyond the 1s. admitted to be due; (2) 1s. 6d. for administering the oath, and 1s. for indorsing a certificate of it on the memorial (as provided by section 5 of the Act); (3) 1s. for the certificate indorsed on the deed. Plaintiffs, therefore, sue for 4s. The only section of the Act expressly referring to fees as to deeds is the 11th section, and it is contended by plaintiffs that that section provides for the whole amount of fees chargeable, and that the registrar can charge nothing beyond what is specified in the Act. Now, taking the action by itself, it purports to provide the fees payable in three cases—(1) for the

entry of the memorial; (2) for certificates or copies given out; (3) for searches. It will be observed that there are no general negative words, so as to exclude in terms any other fees or charges. As to the first case—"the entry of the memorial"—the registrar is to be allowed a certain fee for the entry of every such memorial as is by the Act directed—viz., for doing something, called entry, with a memorial of a particular description. We must turn to the other sections to aid us in ascertaining what is meant. Section 1 states generally the object of the Act—i.e., the registration of memorials. Section 2 constitutes the registrars, and directs them to provide a convenient office, &c., but makes no express provision for their salaries or payments. It also empowers the Lord Chancellor and others to make rules and orders, but there is no evidence of any such having been made. Section 5 states what are the memorials which are to be entered and registered. The registry office is not to draw them, but they are to be upon parchment, and brought to the office. It then states what is to be their character, under the hand and seal of the grantors, and one or more attesting witnesses. Now, it being made optional whether the administration of the oath and the indorsement of the certificate were to be made by the registrar or by a master in chancery, it is clear that everything up to and including the indorsement, which is necessary to put the memorial into such a shape that it was to be fit for entry, could be completely done irrespective of and before the memorial reaches the registry office. It is not reasonable then to suppose that all these preliminaries are part of the process of entry, and are not merely requirements which must be completed before the stage of entry is arrived at. It is, no doubt, open to grave doubt whether the powers expressly given by the Act to masters in chancery could now be exercised by other officers who have succeeded in some respect to their duties; but this cannot affect the construction to be put upon the Act itself. The other sections have no great bearing on the point, except that throughout the word "entry" is used as denoting a distinct part of the process. There is, in section 6, "at the time" of "entering such memorials," and again at the end, "enter or register." I may add that it would be a strange anomaly to hold that the charges of the registrar should be precisely the same, whether the oath was administered and the indorsement made by him, or independently altogether of the registry office; and that it being altogether at the option of the applicant to employ the registrar or master in chancery according to his own convenience, there was nothing to exclude the right of the master in chancery to charge his ordinary fee, whilst the registrar for doing the same work should be entitled to no remuneration whatever. I hold, therefore, that "entry" in the 11th section means actual entry of the memorial when ready for entry, and is confined to the regulation of the fee which the registrar may charge upon the only part of that process which must be done by him, and not upon that which he is by the Act empowered to do if called upon; and I should hold that the 11th section being not applicable to the case, the registrar is entitled to a reasonable fee for the administration of the oath and the indorsement of the certificate of it. This view is supported by the case of *Neale v. Priour* (Hardr. 355), where the question was whether there was or was not a particular office, and Hale, C.B., says (page 386):—"Objection.—There is no office at all in the case because no fee limited. Response.—Though there be no certain fee, yet the party must have what he reasonably deserves, as every one must who does anything for another at his request. Now, the policies must be entered by the statute of the 43 Eliz., and the law will allow a reasonable amount for entering them and usage since the statute hath rendered it, if not as a fee, yet as a competent recompense for his labours." So in the case of *Fleetwood v. Finch* (2 H. Bl. 223), where, by the statute of Geo. 3, c. 74, the clerk of assize on each circuit was entitled to receive a certain fee in certain special cases; and on the Northern Circuit the fee was a guinea. Heath, J., said: "An ancient fee may attach on a modern Act of Parliament—such a charge as a fee on an oath taken before a justice of the peace or a judge at chambers. So, if a new Act were to direct an officer to grant a certificate, an ascertained fee taken on granting certificates would attach." The same principle was involved, though the decision was the other way, in the case cited by Coke (2 Inst. 336), where the question was whether, if the probate were not written upon the instrument itself, but upon the transcript engrossed, the taking of a fee by the defendant for the engrossing was within the statute 21 Henry 8, and it was held (among other reasons bearing on the construction of the Act itself) that no such fee could be taken, for that the Act was in the negative—i.e., contained negative words excluding any other fee. I was referred to two cases in which it was held that a public officer is not entitled to claim remuneration not expressly provided for for work done by him in discharge of his public office. Thus in *Morgan v. Palmer* (2 B. & C. 729), where the question was as to the legality of a fee for granting licences claimed by the defendant, who was Mayor of Great Yarmouth and also justice of the peace, it was conceded that as justice of the peace he could not claim any fee for the mere performance of his public duty, and that as mayor he could only claim the fee as an immemorial payment, as the granting of licences had commenced long after the time of legal memory. And in *Dean v. Parsons* (2 B. & Ald. 562), where the sheriff had claimed as a right a larger fee than he had been entitled to, and the attorney, who had paid it in ignorance, claimed to recover it, the excess was held clearly wrong, as in common law the sheriff was entitled to make no such charge, and there was no Act authorizing him. These cases appear to me to have no application to a ministerial act like the present. There are other cases of the same or similar kind where it has been held that when a statute requires the performance of a public service, it does not necessarily imply any provision that the person performing it should be remunerated. See, for instance, *Jones v. Mayor of Carmarthen* (8 M. & W. 605). They were all cases of public services. The question remains, What are reasonable charges? and I think when nothing is fixed by the statute, their actual amount

might very well vary from time to time, having regard to the alteration in the value of money, the difference in the price of labour, and the usual and authorized fees chargeable in similar cases. It is admitted that the usual and ordinary fee, as now sanctioned by the High Court for similar services, is 2s. 6d., and I therefore allow that amount for the administration of the oath and the indorsement. I now come to the certificate indorsed upon the deed, which I think should be allowed. By section 6 it is clearly a certificate given out to the parties for their benefit, and I think it comes within the general terms of the 11th section, which *prima facie* applies to every certificate given out. It is suggested as an objection to this view that this indorsement could only contain a few words—thirty-four or so—and could therefore not have been intended to come within a provision which contemplated 200 or more words. But the 11th section must apply to the certificate mentioned in sections 12 and 19, which would also be open to the same objection. The explanation probably is that the certificate is in the sentence combined with "copy," and there could be no ambiguity as to the fee payable on the former, the length of which was uncertain, though not great. It would also regulate the fees payable on the latter, which, I presume, might be of any length. It was also suggested that the certificate on the deed was a compulsory matter, and it should not be charged for. But so is "entry," and so is every other certificate, when required. But it appears to me that rests upon the words of the statute. I therefore allow the 1s. for the certificate on the deed. As to the charge of the 6d. which is added for the additional length of the memorial in consequence of the words put upon the margin of it in accordance with the directions of section 6, I do not think that under that section these words could be treated as part of the memorial itself. They are merely required for the purpose of reference, &c., as necessary for the registration of the memorial. I, therefore, disallow the additional 6d. I have, in this judgment, confined myself almost entirely to the statute itself, though if it was held ambiguous usage, especially in earlier times, would, no doubt, have weight in determining its proper construction. But it appears to me that the evidence as to the usage gives little assistance in this case. The two old books, which were produced, contain strong internal evidence that the fees were at this time paid, to a great extent, by arrangement between the parties. It is obvious that this would be extremely probable, for the mere loss of time to the applicant himself which would ensue from numbering all the words would, probably, much more than counterbalance any moderately increased fee. One thing, however, is perfectly clear—viz., that other fees were, at that time, paid than those sanctioned by section 11, if taken in the restricted sense ascribed to the section by the plaintiffs. All the other evidence of usage appears to me to be too uncertain and varied to throw any material light upon the matter. In the result, therefore, I give judgment for the plaintiffs to the amount of 6d. only.

Murray.—And costs?

His Honour.—Yes, on the higher scale.

Murray.—I make formal application to appeal.

Baillie.—I also ask for leave to appeal.

His Honour.—You have leave, then.

SOCIETIES.

WOLVERHAMPTON LAW ASSOCIATION.

The thirty-ninth annual general meeting of this association was held on the 18th ult., Mr. Alfred Whitehouse, president, in the chair.

It was proposed by the chairman, seconded by Mr. C. L. Adams, and resolved unanimously:—

"That the report of the committee, and the financial statement for the past year, which have been read, be received, adopted, and entered on the minutes."

It was proposed by the chairman, seconded by Mr. T. G. Greensill, and resolved unanimously:—

"That Mr. William Alfred Green be president for the year 1886."

The other officers and the committee were also appointed.

The following resolution was proposed by the chairman, and seconded by Mr. C. B. Smith:—

"That the following resolutions, passed by the Huddersfield Incorporated Society, at their annual general meeting on the 19th of October, 1885, meet with the cordial approval of the members of this society.

"1st—That the Council of the Incorporated Law Society of the United Kingdom be requested to encourage the relationship of counsel and client being placed by legislation upon the basis of contract, in analogy, as far as practicable, to that of solicitor and client.

"2nd—That the society be requested to advocate the allocating of all causes to particular courts, and the formation of bars attached to those courts, and that solicitors, as far as practicable, instruct the counsel who habitually attach themselves to such courts.

"3rd—That in any reform in the trial of cases the society be requested to advocate that the solicitor upon the record shall, in the absence of his counsel, as of right be entitled (if he elects to do so) to conduct the cause of his client."

The following amendment to this resolution was proposed by Mr. E. H. Thorne, and seconded by Mr. Owen:—

"That the resolution be postponed until a special general meeting of the association be held to discuss the question raised."

Upon a vote being taken the amendment was declared to be carried.

It was proposed by Mr. C. B. Smith, seconded by Mr. E. B. Thorncroft, and resolved unanimously:—

"That it is expedient that all practising solicitors should become members of the Incorporated Law Society, and that with a view to increasing the number of members of that society among the solicitors of this town, the president and secretary be requested to take steps to prevail upon all members of this association to join the Incorporated Law Society."

The following are extracts from the report of the committee:—

Bankruptcy Scale of Costs.—During the year, a proposed new scale of charges in bankruptcy, suggested by the Incorporated Law Society, has been under the consideration of the committee. The scale was referred by the Lord Chancellor to the Associated Provincial Law Societies for their opinion. A meeting of the latter society was called, and your president and secretary were deputed to attend on behalf of this association. At that meeting, which was a largely representative one, the proposed scale was carefully considered in detail, and a number of suggestions were made for the consideration of the Incorporated Law Society. The committee have recently again urged upon the society the desirability of taking steps to obtain an immediate introduction of a revised scale of charges. A communication has been received from the Huddersfield Incorporated Law Society with reference to the use of proxies to solicitors at bankruptcy meetings, and the relation of counsel, solicitor, and client. A resolution approving of the action of the Huddersfield Incorporated Law Society will be proposed at the annual meeting.

Incorporation of the Association.—At the annual meeting it was resolved that the committee be requested to consider the desirability of the incorporation of the association under the Companies Acts, and a consequent revision of the rules. In compliance with this resolution the honorary secretary was instructed to communicate with all the incorporated provincial law societies, asking them to be good enough to furnish information upon the following points:—(1) The advantages to be derived from incorporation. (2) The probable cost. (3) How when there were three classes of members (as in this society) the various classes were dealt with on incorporation; and (4) to supply a copy of their rules. By the courtesy of the various secretaries a large amount of information was collected in response to these inquiries, nearly every society communicated with having sent replies. The general effect of the replies may be thus summarized:—(1) The advantages to be derived from incorporation are—(a) improved status and influence; (b) better security of property; (c) better enforcement of rules; and (d) the eligibility of the society for representation upon the body constituted by the Solicitors' Remuneration Act for making general orders. (2) The cost varied in the different societies from £55 to £5 15s., the average being about £20. (3) It was evident from the replies received that as a preliminary to incorporation it would be necessary to make an arrangement with the proprietary members for a relinquishment of their ownership of the books and other effects. A full tabulated analysis of the replies was laid before a committee meeting, and it was ultimately resolved, by five votes to three, that it was not expedient to incur the expense and trouble of incorporation.

Trustees' Bill.—The committee have had under their consideration during the year the Bill introduced by Mr. Ince, Q.C., with a view to the relief of liabilities of trustees. The Bill seemed to them one which it was desirable to pass, and it is hoped that it will be re-introduced in the present session. A communication relative to the Bill has been received from the Wiltshire Law Society, and considered and replied to by the committee. The committee have also considered and approved of the resolution of the Birmingham Law Society, that all trustees should be authorized by law to invest any trust moneys in their hands on the securities authorized by the Settled Land Act.

Conditions of Sale.—The attention of the committee has been called to the particulars of sale of land situate in the town belonging to the United Land Company, Limited, in which it was stated that the cost of the conveyance would be included in the purchase-money. The attention of the Council of the Incorporated Law Society has been called to these particulars, and a resolution deprecating their form has been passed by the committee, and forwarded both to the land company and their solicitor. At the present time, no reply has been received from the two latter.

THE IRISH INCORPORATED LAW SOCIETY.

An adjourned meeting of the Incorporated Law Society was held on Monday afternoon, Mr. KELLY, president, in the chair, to consider the further resolutions of the Legal Reform Committee (*ante*, p. 167). The CHAIRMAN said that on a former occasion they decided that it would not be desirable that an amalgamation between the two branches should take place, and a resolution to that effect was passed by an overwhelming majority. They now came to the consideration of reforms in their own profession, and these reforms naturally divided themselves into three or four heads, the first being the question of whether or not it was desirable that there should be facilities afforded for changing from one branch of the profession to another—that was, that a barrister could become a solicitor, or that a solicitor could become a barrister without overcoming any further obstacle than that which might be presented by his being called upon to pass an examination as to his fitness. Upon that question, of course, a great deal would be said. Then, on the other questions, he did not think there would be much difference of opinion—namely, whether or not a solicitor should have an increased right of audience in certain courts within certain defined and proper limits, and also that certain appointments should be opened to the profession from which either by statute or

by practice they were excluded, and also the exclusion of any barrister from being appointed to the position of solicitor in any department.

Mr. DIX asked whether it would not be desirable, having regard to the importance of the matters to come before them for discussion, to adjourn the meeting, as they had not a sufficiently numerous representation of the solicitors of Dublin. He was surprised that the number was so small, and he thought there should be more present to consider a matter which affected their profession so seriously.

Mr. SCALLAN proposed, "That the meeting do stand adjourned until the annual meeting, to be held in May next."

Mr. CLAY seconded the motion.

Mr. J. H. NUNN suggested that, along with notice of the resolutions to come before the meetings, notice of the dissents should also be published.

Mr. MILWARD JONES concurred with Mr. Scallan's motion.

Mr. CLAY suggested that it would be better to adjourn till April, as May would be rather late for the introduction of any Bill which might be considered advisable.

Mr. SCALLAN accepted the suggestion. He hoped that at the next meeting there would be a large attendance of country members whose interests would be closely affected by any resolutions adopted.

The meeting adjourned till April 15.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

HONOURS EXAMINATION.

January, 1886.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the examination committee recommended the following gentlemen as being entitled to honorary distinction:—

FIRST CLASS.

[In order of Merit.]

Frederick William Mann, LL.B., who served his clerkship with Mr. James Parkinson Taylor, of the firm of Messrs. Taylor, Hoare, Taylor, & Box, of London.

John Davies Williams, who served his clerkship with Mr. Edwin Davies, of the firm of Messrs. Evans & Davies, of Swansea.

David Mather Bowie, who served his clerkship with Mr. John Morris, of the firm of Messrs. Ashurst, Morris, Crisp, & Co., of London.

William Wynn Evans, who served his clerkship with Mr. Charles Alfred Jones, of Carnarvon.

Richard Harman Wadson, who served his clerkship with Mr. John Poole, of Ulverston and Barrow-in-Furness.

SECOND CLASS.

[In Alphabetical order.]

Philip William Poole Britton, who served his clerkship with Mr. Henry Herbert Mead-King, of the firm of Messrs. Mead-King & Bigg, of Bristol.

Erederic Northcote Chapple, who served his clerkship with Mr. John Vernon, of the firm of Messrs. John Vernon & Co., of London.

George Herbert Charlesworth, who served his clerkship with Mr. Alfred Leaf, of the firm of Messrs. Cunliffe, Leaf, & Co., of Manchester.

Robert Cook, who served his clerkship with Mr. Wilfrid Gibson, of the firm of Messrs. R. & H. Gibson, of Hexham.

William Harding, who served his clerkship with Mr. James Thorp Hincks, of the firm of Messrs. Hincks & Topham, of Leicester.

George Lister Haslehurst, who served his clerkship with Messrs. Freeth, Rawson, & Cartwright, of Nottingham; and Messrs. T. W. & T. B. Nelson, of London.

Donald McMillan, who served his clerkship with Mr. Robert Fowler, of London.

Ernest Edward Pain, who served his clerkship with Mr. Thomas Lewis, of Dover.

John Turnbull, who served his clerkship with Mr. Thomas Maddison, of Durham; and Messrs. Dangerfield & Blythe, of London.

THIRD CLASS.

[In Alphabetical order.]

John Edward Clay, who served his clerkship with Mr. James Phillips Court, of Liverpool; and Messrs. Wynne & Co., of London.

Luther Davis, who served his clerkship with Mr. Henry Lawrence Baker, of Abergavenny; and Messrs. Fallows & Rider, of London.

Edwin Hart, who served his clerkship with Messrs. Budd, Son, & Brodie, of London.

George Harry Hirst, who served his clerkship with Mr. Joseph Ibbsen, of Dewsbury.

Walter Strachan, who served his clerkship with Messrs. Woods & Dempster, of Brighton; and Messrs. Boxall & Boxall, of London.

The Council of the Incorporated Law Society have accordingly given class certificates and awarded the following prizes of books:—

To Mr. Mann, prize of the Honorable Society of Clement's Inn—value ten guineas; and the Daniel Reardon Prize—value about twenty-five guineas.

To Mr. Williams, prize of the Honorable Society of Clifford's Inn—value ten guineas.

To Mr. Bowie, prize of the Honorable Society of New Inn—value five guineas.

To Mr. Evans, prize of the Incorporated Law Society—value five guineas.

To Mr. Wadeson, prize of the Incorporated Law Society—value five guineas.

The council have given class certificates to the candidates in the second and third classes.

The number of candidates who attended the examination was 52.

LAW STUDENTS' DEBATING SOCIETY.

The usual weekly meeting of the society was held at the Law Institution, Chancery-lane, on Tuesday, the 9th inst., Mr. H. Mossop in the chair. The debate upon the Queen's Speech was continued, when, after a further well-sustained debate, the division resulted in favour of the late Government by a majority of fourteen.

A considerable meeting came together on Tuesday last to consider the motion to be brought forward by Mr. T. B. Napier: "That, subject to the control of the Imperial Parliament in Imperial affairs, it is advisable to grant an independent Legislature to Ireland." The opener was supported by Mr. Douglas and opposed by Messrs. Randolph, Brightman, and Muir. On the motion of Mr. Mossop, seconded by Mr. Russel, the debate was adjourned to a day in next month to be fixed by the committee.

LIVERPOOL LAW STUDENTS ASSOCIATION.

The second meeting of the session was held on Monday, the 8th inst., Mr. T. S. Mills, solicitor, in the chair. Before the business of the meeting, a vote of condolence with the family of the late Mr. J. B. Aspinall, Q.C., a vice-president of the association, was proposed and carried unanimously. A paper was then read by Mr. F. R. Anderton, barrister-at-law, on "The Duties and Liabilities of Trustees." At the close of the paper, Mr. Sparrow moved, and Mr. Sproal seconded, a vote of thanks to Mr. Anderton, which was carried unanimously.

LEGAL APPOINTMENTS.

Mr. HORACE DAVEY, Q.C., who has been appointed Solicitor-General, is the second son of Mr. Peter Davey, of Horton, Buckinghamshire, and was born in 1833. He was educated at Rugby, and he was successively scholar and fellow of University College, Oxford, where he graduated as a double first (classics and mathematics) in 1856. He obtained a Mathematical Scholarship in 1857, the Senior Mathematical Scholarship in 1858, and the Eldon Law Scholarship in 1859. He was called to the bar at Lincoln's-inn in Hilary Term, 1861, and he was private secretary to Vice-Chancellor Wickens. He became a Queen's Counsel in 1875, and he was for several years one of the leaders in the Rolls Court. He has been standing counsel to the University of Oxford since 1877, and he was M.P. for Christchurch in the Liberal interest from April, 1880, till November, 1885. The Solicitor-General is a bencher of Lincoln's-inn, and a member of the Incorporated Council of Law Reporting.

Mr. JOHN WILLIAM MELLOR, Q.C., M.P., who has been appointed Judge Advocate-General, is the eldest son of the Right Hon. Sir John Mellor, many years a judge of the Queen's Bench Division, and was born in 1835. He was educated at Trinity College, Cambridge, where he graduated as a senior optime in 1857, and he was called to the bar at the Inner Temple in Trinity Term, 1860. He is a member of the Midland Circuit, and he was for several years a revising barrister. He became a Queen's Counsel in 1875. Mr. Mellor was formerly recorder of Grantham, and he has been M.P. for that borough in the Liberal interest since 1880. He is a bencher of the Inner Temple, and a magistrate and deputy-lieutenant for Somersetshire.

Mr. ARNOLD MORLEY, barrister, M.P., who has been appointed Joint Secretary to the Treasury, is the fourth son of Mr. Samuel Morley, and was born in 1849. He was educated at Trinity College, Cambridge, and he was called to the bar at the Inner Temple in Michaelmas Term, 1873. He has practised on the Midland Circuit and at the Lincolnshire, Nottinghamshire, Derbyshire, and Birmingham Sessions. Mr. Morley was M.P. for Nottingham in the Liberal interest from May, 1880, till November, 1885, when he was returned for the Eastern Division of that borough.

The Hon. EDWARD MARJORIBANKS, barrister, M.P., has been appointed Comptroller of her Majesty's Household, and has been sworn in as a member of the Privy Council. Mr. Marjoribanks is the eldest son of Lord Tweedmouth, and was born in 1849. He was educated at Harrow and at Christ Church, Oxford, and he was called to the bar at the Inner Temple in Michaelmas Term, 1874. Mr. Marjoribanks has been M.P. for Berwickshire in the Liberal interest since 1880, and he is a magistrate for Berwickshire and Inverness-shire.

Mr. CYRIL FLOWER, barrister, M.P., has been appointed a Lord of the Treasury. Mr. Flower is the son of Mr. Philip William Flower, of Streatham, and was born in 1843. He was educated at Harrow and at Trinity College, Cambridge. He was called to the bar at the Inner Temple in Easter Term, 1870. Mr. Flower was M.P. for Brecon in the Liberal interest from April, 1880, till November, 1885, when he was returned for the Southern Division of Bedfordshire.

Mr. JOHN TOMLINSON HIBBERT, barrister, M.P., who has been appointed

Secretary to the Admiralty, is the eldest son of Mr. Elijah Hibbert, of Oldham, and was born in 1824. He was educated at Shrewsbury School, and at St. John's College, Cambridge, where he graduated as a junior optime in 1847, and he was called to the bar at the Inner Temple in Easter Term, 1849. He was M.P. for Oldham in the Liberal interest from 1862 till 1874, when he was unsuccessful, but he regained the seat in 1877. He was Secretary to the Local Government Board from 1871 till 1874 and again from 1880 till 1883, and Under-Secretary of State for the Home Department from 1880 till 1885. Mr. Hibbert is a magistrate and deputy-lieutenant for Lancashire.

Mr. CHARLES THOMAS DYKE ACLAND, barrister, M.P., who has been appointed Secretary to the Board of Trade, is the eldest son of Sir Thomas Dyke Acland, Bart., and was born in 1842. He was educated at Eton, and at Christ Church, Oxford, where he graduated third class in Classics in 1865. He was called to the bar at the Inner Temple in Michaelmas Term, 1869, and he formerly practised on the Western Circuit. Mr. Acland was M.P. for the Eastern Division of Cornwall in the Liberal interest from 1882 till the last general election, when he was returned for the Launceston Division of that county. He is a deputy-lieutenant for Somersetshire, and a magistrate for Somersetshire, Devonshire, and Cornwall.

Mr. CHARLES HENRY HOPWOOD, Q.C., has been appointed Recorder of the City of Liverpool, in succession to the late Mr. John Bridge Aspinall, Q.C. Mr. Hopwood is the fifth son of Mr. John Stephen Hopwood, solicitor, of Chancery-lane. He was born in 1829, and was educated at King's College, London. He was called to the bar at the Middle Temple in Trinity Term, 1853. He is a member of the Midland Circuit, and he became a Queen's Counsel in 1874. Mr. Hopwood was M.P. for Stockport in the Liberal interest from 1874 till the recent general election. He is a bencher of the Middle Temple.

Sir EDMUND BECKETT, Bart., LL.D., Q.C., who has been raised to the Peerage as Baron Grimsthorpe, is the eldest son of the late Sir Edmund Beckett. He was born in 1816, and he succeeded his father in the baronetcy in 1864. He was educated at Trinity College, Cambridge, where he graduated as a wrangler in 1838, and he afterwards proceeded to the degree of LL.D. He was called to the bar at Lincoln's-inn in Michaelmas Term, 1841. He became a Queen's Counsel in 1854, and he practised for many years at the Parliamentary Bar. He has been chancellor of the Consistory Court of York since 1877. Lord Grimsthorpe is a bencher of Lincoln's-inn, of which society he was treasurer in 1876, and a magistrate for Hertfordshire and the West Riding of Yorkshire.

Mr. RICHARD FRANCIS LOOSEMORE, solicitor, of Tiverton, has been appointed a Magistrate for that borough. Mr. Loosemore was admitted a solicitor in 1863.

Mr. JOHN MARTIN, solicitor, of Nottingham, has been elected President of the Nottingham Law Society for the ensuing year. Mr. Martin was admitted a solicitor in 1862.

Mr. EDWARD WILLIAM WORLEDGE, solicitor, of Yarmouth, has been appointed a Magistrate for that borough. Mr. Worledge is the son of the late Judge Worledge. He was educated at Jesus College, Cambridge, where he graduated in the second class of the classical tripos in 1872, and he was admitted a solicitor in 1875. He is registrar of the Yarmouth County Court, and district registrar under the Judicature Acts. Mr. Worledge is chairman of the Yarmouth School Board, and he was elected mayor of Yarmouth in 1884.

Mr. THEODORE THOMAS FORD, one of the judges of the Supreme Court of the Straits Settlements, who has been appointed Chief Justice of the Straits Settlements, in succession to Sir Thomas Sidgreaves, resigned, is the sixth son of Mr. George Samuel Ford, solicitor, and was born in 1830. He was called to the bar at the Middle Temple in Hilary Term, 1866. He acted for some time as Chief Justice of Penang, and he was appointed a puisne judge of the Supreme Court of the Straits Settlements in 1876.

Mr. RICHARD NICHOLSON, solicitor (of the firm of Nicholson & Herbert), has received the honour of Knighthood. Sir R. Nicholson is the son of Mr. George Nicholson, solicitor, of Hertford. He was admitted a solicitor in 1851. He is clerk of the peace and clerk to the Lieutenancy for Middlesex and Hertfordshire. He is also clerk of the peace for the city of Westminster. Sir R. Nicholson is a member of the Council of the Incorporated Law Society, and a director of the Law Life Insurance Society and the Law Fire Assurance Society.

Mr. HENRY WINDYBANK, solicitor, of 63, Finsbury-pavement, E.C., has been unanimously elected Chairman of the Improvement Committee of the Corporation of the City of London.

Mr. W. A. BILNEY, solicitor, of 13A, Salisbury-square, Fleet-street, London, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. RICHARD CLARKSON MAYHEW, solicitor (of the firm of Mayhew & Sons), of Saxmundham, Suffolk, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature. Mr. Mayhew is registrar of the Framlingham and Saxmundham County Court. He was admitted a solicitor in 1881.

The Lord Chief Justice has been suffering from an attack of lumbago. His lordship was, however, expected to resume his judicial duties on Friday.

OBITUARY.

SIR ROBERT DALYELL.

Sir Robert Alexander Osborne Dalyell, Bart., died at his residence, The Buns, Linlithgowshire, on the 21st ult., at the age of sixty-four. Sir R. Dalyell was the eldest son of Sir William Cunningham Dalyell. He was born in 1821, and he succeeded his father in the baronetcy in 1865. He was a graduate of Trinity College, Cambridge. He was called to the bar at the Inner Temple in Michaelmas Term, 1849, and he formerly practised on the Home Circuit and at the Kent Sessions. He was for many years employed in the consular and diplomatic service of the Crown. He was acting consul at Bucharest in 1855, and he was private secretary to the late Lord Dalling, when ambassador at Constantinople. In 1858 he acted as consul-general at Belgrade, and he became British consul at Erzeroum in the following year. He was British consul at Jassy from 1862 till he was transferred to Roustchouk, and retired from official life in 1874. Sir R. Dalyell was a magistrate and deputy lieutenant for Linlithgowshire. He was a bachelor, and his baronetcy becomes extinct.

MR. FRANCIS HENRY NEWLAND GLOSSOP.

Mr. Francis Henry Newland Glossop, barrister, died at his residence, Silver Hall, Isleworth, on the 25th ult., in his seventy-first year. Mr. Glossop was the eldest son of the Rev. Henry Glossop, vicar of Isleworth, and was born in 1815. He was educated at St. Peter's College, Cambridge, where he graduated as a senior optime in 1839, and he was called to the bar at Lincoln's-inn in Easter Term, 1842. He had been for about thirty-seven years a magistrate for the county of Middlesex, and he was most active in the discharge of the duties of that office. He was for twenty years chairman of the Brentford Petty Sessions, and for twenty-two years chairman of the committee of management of the Feltham Industrial Schools. He rendered valuable service as a member of the Royal Commission on Reformatory and Industrial Schools, and he was for many years on the committees of the Reformatory and Refuge Union, and the Labourers' Friend Society. Mr. Glossop was married, in 1850, to the eldest daughter of Mr. Henry Pownall, of Spring Grove, Isleworth.

Mr. Horace Davey, Q.C., was sworn in as Solicitor-General before the Lord Chancellor at the House of Lords on Wednesday afternoon.

Mr. Justice Cave has been appointed an additional election petition judge in order that two courts may be formed to proceed with the hearing of Parliamentary election petitions. Mr. Justice Denman and Mr. Justice Day will, it is expected, form one court, while the second will consist of Mr. Justice Field and Mr. Justice Cave.

The President of the Board of Trade has re-appointed the committee instituted by his predecessor to inquire into the working of the Patent Laws, and has requested Baron Henry de Worms, M.P., to continue to act as chairman. Sir R. Webster, Q.C., M.P., will take the place of Lord Herschell, and Mr. Acland, the present secretary to the Board of Trade, and Sir B. Samuelson will be added to the committee.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Date.	ROTA OF REGISTRARS IN ATTENDANCE ON			Mr. Justice
	APPEAL COURT No. 1.	APPEAL COURT No. 2.	V. C. BACON.	
Mon., Feb. 22	Mr. Jackson	Mr. Ward	Mr. Carrington	Mr. King
Tuesday .. 23	Carrington	Pemberton	Jackson	Farrer
Wed. 24	Pugh	Ward	Carrington	King
Thur. 25	Lavie	Pemberton	Jackson	Farrer
Friday 26	Beal	Ward	Carrington	King
Saturday .. 27	Leach	Pemberton	Jackson	Farrer
CHITTY.				
Monday, Feb. 22	Mr. Justice	Mr. Justice	Mr. Justice	Mr. Justice
Tuesday .. 23	Mr. Clowes	Mr. Clowes	Mr. Clowes	Mr. Clowes
Wednesday .. 24	Koe	Pugh	Beal	Leach
Thursday .. 25	Koe	Pugh	Beal	Leach
Friday .. 26	Clowes	Lavie	Beal	Leach
Saturday .. 27	Koe	Pugh	Beal	Leach

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

BRITISH MEKANIK IMPROVED AIR ENGINE COMPANY, LIMITED.—Petition for winding up, presented Feb 10, directed to be heard before Pearson, J., on Feb 20. Hawkins, Leadenhall st, solicitor for the petitioners.

LANCASHIRE COTTON SPINNING COMPANY, LIMITED.—Creditors are required, on or before March 10, to send their names and addresses, and the particulars of their debts or claims, to James Dawson, 125, Union st, Oldham. Monday, March 22 at 1, is appointed for hearing and adjudicating upon the debts and claims.

TACQUA GOLD MINES COMPANY, LIMITED.—Petition for winding up, presented Feb 10, directed to be heard before Bacon, V.C. on Saturday, Feb 20. Pettiver and Co, College st, College hill, solicitors for the petitioners.

WYCLIFFE STEAMSHIP COMPANY, LIMITED.—Petition for winding up presented Feb 10, directed to be heard before Bacon, V.C. at the Royal Courts, on Saturday Feb 20. Downing and Co, St Mary Axe, solicitors for the petitioners. [Gazette, Feb. 13.]

ALITAMI COLLIERY COMPANY, LIMITED.—Chitty, J., has, by an order dated Jan 25, appointed Herbert Renny Duke, 7, Queen Victoria st, to be official liquidator.

LONDON AND COUNTY INVESTMENT CORPORATION, LIMITED.—Chitty, J., has fixed Thursday, Feb 25 at 12, at the Royal Courts, for the appointment of an official liquidator. [Gazette, Feb. 16.]

FRIENDLY SOCIETIES DISSOLVED.

ST. JOHN'S SEVENOAKS WORKING MEN'S CLUB AND INSTITUTE, St John's, Sevenoaks. Feb 6. [Gazette, Feb. 12.]

COSHAM BURIAL SOCIETY, King and Queen Inn, Cosham, Hants. Feb 10.

CROWMARSH FRIENDLY SOCIETY, Schoolroom, Crowmarsh, Oxford. Feb 12.

LONG BUCKBY INDUSTRIAL AND PROVIDENT LAND AND BUILDING SOCIETY, LIMITED, Long Buckby, Northampton. Feb 10. [Gazette, Feb. 16.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

BENNALLACK, CHRISTIAN, Saint Austell, Cornwall. March 1. Richards v Rouse, Pearson, J. Steward, Lincoln's inn fields.

FAZAKERLEY, JOHN, Ormskirk, Lancaster, Gent. March 8. Houghton v Holcroft, Pearson, J. Hill, Ormskirk.

NASH, WILLIAM, Minto st, Bermondsey, Brush Manufacturer. March 6. Nash v Emington and Cooper, Bacon, V.C. Verne, New Broad st.

SMITH, MARIA LOUISA, Burnt Ash, Kent, and FREDERICK WARWICK SMITH, Upper Barnsbury st, Islington, Gent. Feb 27. Smith v Smith, Kay, J. Watson, Finsbury pavement. [Gazette, Feb. 5.]

AYLESFORD, Earl of, HENRAGE FINCH, Packington Hall, Warwick. March 20. Machell v Finch, Bacon, V.C. Whitehead, New sq, Lincoln's inn. [Gazette, Feb. 9.]

CREDITORS UNDER 22 & 23 VICT. CAP 36.

LAST DAY OF CLAIM.

ANDERSON, MARTHA, Guildford, Surrey. Mar 1. Cooper and Sons, Manchester.

AUNDELL, JOHN, St Helen's, Solicitor. Mar 25. Brewis, St Helen's.

BLADEN, ELIZABETH, Long Clawson, Leicester. April 17. Parsons and Co, Nottingham.

BLOWER, JOHN, Liverpool, Warehouseman. Feb 27. Jones and Co, Liverpool.

BURDON, ANNE MALET, Castle Eden, Durham. Mar 1. Brunton, Castle Eden.

DAWSON, JOHN, Heaton Norris, Lancaster, Boatman. Feb 20. Grundey, Stockport.

DRAX, MARIA CAROLINE SAWBRIDGE ERLE, Charborough park, Dorset. Mar 1. Melmoth and Bartlett, Sherborne.

GATT, MOSES, Bath, Licensed Victualler. Mar 25. Stone and Co, Bath.

GAITHEY, MIGUEL DAVID, Lisbon, Portugal, Landowner. Mar 6. Crump and Son, Philpot lane.

GARDNER, REV. ROBERT FAUQUIER, Roche, Cornwall. Mar 1. Carlyon and Stephens, Saint Austell.

GARDNER, SAMUEL, Wheatacre All Saints, Norfolk, Farmer. Mar 1. Copeman and Ladell.

GORMAN, PETER, Cecil ct, St Martin's lane, Carpenter. Mar 1. Chubb, John st, Adelphi.

GOSSET, MAJOR ARTHUR, Mortlake, Surrey. Mar 8. Gibson, Lincoln's inn fields.

GOUGER, ALFRED, Addiscombe, Surrey, Esq. Mar 1. Druces and Attlee, Billiter square.

HALL, EDWARD, Binfield rd, Clapham, Esq. Mar 1. Miller and Co, Cophall ct.

HART, HARRIET, Bath. Mar 25. Stone and Co, Bath.

HARVEY, RICHARD HART, Haverfordwest, Land Agent. Mar 1. Phillips, Haverfordwest.

HEDDINGA, SYBEEKU SIESSES, Kingston-upon-Hull, Cattle Dealer. Mar 1. Park and Son, Kingston-upon-Hull.

HILL, JOSEPH, Armagh rd, Bow, Gent. April 27. Pope, Great James st, Bedford row.

HOGARTH, WILLIAM, New Swindon, Wilts, Mechanic. Mar 15. Kinneir and Tombs, Swindon.

KELLY, JOHN THOMAS, Plymouth, Retired Engineer. Mar 1. Brickwood-Hutchings, Devonport.

KENDERDINE, ISAAC JOHN, Regent's Park rd, Rope Merchant. Feb 23. Waller and Sons, Coleman st.

KINSTLEY, ROBERT JONATHAN, Minorities. Mar 1. Hollingsworth and Co, East India avenue, Leadenhall st.

NICHOLS, GEORGE, Northumberland park, Tottenham, Gent. Mar 8. Staveton Mathews, Great Russell st.

OLLIS, GEORGE, Bath, Retired Licensed Victualler. Mar 25. Stone and Co, Bath.

PARKER, HENRY, New castle-under-Lyme, Brewer. Mar 25. Ellis, Burslem.

PORT, THOMAS, Hottingsham, Wilts, Gent. Mar 1. Watts, Yeovil.

PRATT, EDWARD HASLOPE, Shrewsbury, Postmaster. Mar 25. How and Son, Shrewsbury.

SEdge, WILLIAM HOPKINSON, Windlesham, Surrey, Gent. Mar 1. Farlow and Jackson, St Benet place, Gracechurch st.

SPENCER, REV LEIGH, Renhold, Bedford. Mar 1. Western and Sons, Essex st, Strand.

SUTCLIFFE, JOHN, Halifax, Contractor. Mar 8. Farrer and Co, Lincoln's inn fields.

SUTHERLAND, GEORGE MOUBRAY, Hove, Sussex, Esq. May 1. Bircham and Co, Parliament st, Westminster.

TEMPEST, the Hon ERNEST McDONNELL VANE, Scarborough, York. Feb 25. Stretton and Hilliard, Cornhill.

USHER, ELIZA, Uxbridge rd. Feb 25. Lewis and Whitbourne, Basinghall st.

WATSON, THOMAS, Sheffield, Farmer. Mar 25. Barker, Sheffield.

YOUNG, REV EDWARD NEWTON, Herne Bay, Kent. Mar 15. Baines, Aylesbury. [Gazette, Jan. 29.]

BEALE, WILLIAM, Manor House, Stoke Newington, Esq. Mar 2. Beck, Fenchurch st.

BUCKLAND, MARTHA, Ditchheart, Somerset, Shopkeeper. Feb 28. Bulleid, Glastonbury
 CHAPMAN, DAVID, Manchester, Estate Agent. Mar 25. Barrow and Smith, Manchester
 COLLINGWOOD, MARIAM MARY, Tufnell pk rd, Holloway. Mar 15. Crump and Son, Philipot lane
 COLVILL, EDWIN DODD, Cultercoats, Northumberland, Coal Fitter. Mar 31. Chartres and Youll, Newcastle upon Tyne
 DAVIES, WILLIAM, Trebanne, Cellan, Cardigan, Gent. Mar 10. Lloyd, Lampeter
 DAVIS, CHARITY ANN, Brighton. Mar 1. Tylee and Co, Essex st, Strand
 DAY, EDWARD, Hove, Sussex, Esq. Feb 20. Cockburn, Brighton
 DUMRELL, MARY LYDIA, Eastbourne. Mar 25. Hillman, Eastbourne
 DUMRELL, JOHN, Werneth, Oldham. Mar 6. Ponsonby and Carille, Oldham
 FEIS, CHARLES, Guildford st, Russell sq, Merchant. Feb 27. Gush and Co, Finsbury circus
 FLEMING, ESTHER, Brighton. Mar 31. Scott, King William st
 GOODINGS, MARY, Lee pl, Upper Clapton. Mar 3. Child, Paul's Bakehouse
 HARMY, MARY, Conduit st. Mar 1. Newland, Duke st, Adelphi
 HODGSON, JAMES, Hesse, York, Esq. Mar 29. Champney, Kingston upon Hull
 KEATES, GEORGE, High st, Surrey, Baker. Mar 1. Pettiver, College st, College hill
 LONSDALE, EDMUND, Sheffield, Electro Plater. Mar 2. Watson and Co, Sheffield
 MACFARLANE, Rev WILLIAM CHARLES, Dorchester, Oxford. Mar 1. Talbot, Bedford row
 MOLYNEUX, JOHN LEA, Upholland, nr Wigan, Surgeon. Feb 23. Wright and Appleton, Wigan
 MOON, SALLY ANN, Plymouth. Mar 25. Phillips and Wilson, Plymouth
 MUMMENHOFF, CARL FREDERICK LUDWIG, Caversham rd, Kentish Town, Merchant. Mar 1. Lumley and Lumley, Old Jewry chhrs
 NAIKH, WILLIAM BENJAMIN, Ston Easton, Somerset, Esq. Mar 30. Swayne, Glastonbury
 NORRIS, JAMES, Norwich, Cabinet Maker. Mar 6. Coaks and Co, Norwich
 PAWLETT, EDMUND, Deeping, St James, Lincoln, Farmer. Mar 25. Peake and Co, Sleaford
 READ, JOHN WILLIAM, Leeds, Gent. Mar 2. Arundel, Leeds
 ROBERTSON, SARAH, Oulton, Suffolk. Mar 1. Culley, Norwich
 SMITH, SARAH, Brighton. Mar 3. Plunkett and Leader, St Paul's Churchyard
 THORNTON, BENJAMIN, Crossland Moor, Huddersfield, Hearthrug Maker. Mar 1. Fisher and Preston, Huddersfield
 TYER, THOMAS, Wigan, Gent. Feb 23. Wright and Appleton, Wigan
 WOOLSEY, HENRY EDWARD, Blofield, Norfolk, Merchant. Mar 8. Coaks and Co, Norwich

[Gazette, Feb. 2.]

BALMFOETH, THOMAS, Kingston upon Hull, Keelowner. Mar 24. Barker, Hull
 BENNETT, CAROLINE, Lewes rd, Brighton. Mar 1. Goodman, Brighton
 BIRCH, EDWIN, Uxbridge, Bootmaker. Mar 2. Gardiner and Son, Uxbridge
 BIRDSTALL, AGNES MARIE DE ST PAUL, Charlotte st, Fitzroy sq. Mar 3. Lethbridge and Prior, Abingdon st, Westminster
 BURDON, ANNE MALET, Castle Eden, Durham. Mar 1. Brunton, West Hartlepool
 BURNETT, JANE, Milton next Gravesend, Kent. Mar 15. Keen and Co, Knight-riders at
 COULTON, GEORGE, Birkdault, Haverthwaite, Lancaster, Esq. Mar 21. Park, Ulverston
 DOMAGER, HANNAH, St James's sq, Bath. Feb 15. Gibbs, Bath
 EVANS, THOMAS, Liverpool, Shipwright. Mar 2. Mather, Liverpool
 FIRTH, WILLIAM, Shipley, Bradford, York, Colliery Proprietor. Feb 19. Morgan and Morgan, Bradford
 FLETCHER, WILLIAM, Cartizate, nr Whitehaven, Cumberland, Iron Ore Master. Mar 1. Brockbank and Co, Whitehaven
 FLETCHER, ROBERT, Okebank, Whitehaven, Cumberland, Gent. Mar 1. Brockbank and Co, Whitehaven
 GRIMMER, HENRY SEPTIMUS, Norwich, Gent. Mar 25. Cooper and Davies, Norwich
 HALL, WILLIAM EDWARD, Little Chesterford, Essex, Gent. Mar 10. Ackland and Son, Saffron Walden
 HOLT, ELIZABETH, Milverton, Warwick. Mar 20. Wright and Hassall, Leamington
 JACOBS, JOHN, Lower Thames st, Fish Salesman. Mar 1. Roberts, Coleman st
 JONES, THOMAS EDWARD, Llanberis, Carnarvon, Draper. Feb 22. Boote and Edgar, Manchester
 KEATES, GEORGE, Carshariton, Surrey, Baker. Mar 1. Pettiver and Co, College st, College hill
 LEWIS, WILLIAM, Wolverhampton, Bicycle and Tricycle Manufacturer. Flewker and Page, Wolverhampton
 MIDDLETON, EDWARD, Lee ter, Blackheath, Wharfinger. Mar 31. Crick and Freeman, Maldon
 MORELEY, GEORGE, Liverpool, Stevedore. Mar 1. Sephton, Liverpool
 PATTERSON, MICHAEL, Bow rd, Engineer. Mar 10. Dobell, Knighttrider st, Doctors' commons
 RHODES, FRANCES, Scarborough, York. Mar 19. Turnbull and Co, Scarborough
 SALTER, FRANK, Oldham, Lancaster, Ironmonger. Mar 5. Mellor, Oldham
 SANT, RICHARD, Broad st, Ratcliff, Victualler. Mar 25. Milner, Blackman st, Southwark
 SMITH, ELEANOR, Grove pl, Brompton. Mar 1. Ryan, Gt James st
 STARBUCK, JOSEPH, Hickling, Nottingham, Gent. Apr 6. Hunt and Williams, Nottingham
 SWINDALL, JOSEPH, New Mills, Derby, Beer Retailer. Mar 25. Johnson and Johnsons, Stockport
 TOMBS, EDWARD, Gresham House, Old Broad st, Esq. Mar 22. Hicks and Son, Gray's inn sq
 TURNER, WILLIAM EDWARD, Badby, Northampton, Farmer. Mar 13. Burton and Willoughby, Daventry
 WHEATLEY, REBECCA, Horncastle, Lincoln. Feb 26. Tweed, Horncastle
 WILSON, JAMES, Fazakerley, Lancaster, Farmer. Apr 5. White and Leigh, Liverpool

[Gazette, Feb. 5.]

SALES OF ENSUING WEEK.

Feb. 23.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., Freehold Investments (see advertisement, Feb. 13, p. 2).
 Feb. 24.—Messrs. EDWIN FOX & BOUSEFIELD, at the Mart, at 2 p.m., Shares and Annuities (see advertisement, this week, p. 4).
 Feb. 24.—Mr. B. A. REEVES, at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, this week, p. 4).
 Feb. 25.—Messrs. FREDERICK ELLIS & SON, at the Mart, at 2 p.m., Investment (see advertisement, Feb. 13, p. 2).
 Feb. 25.—Messrs. FARRBROTHER, ELLIS, CLARK, & CO., at the Mart, at 2 p.m., Freehold and Leasehold Investments (see advertisement, Feb. 13, p. 2).
 Feb. 26.—Messrs. BAKER & SONS, at the Mart, at 2 p.m., Freehold Properties (see advertisements, this week, p. 4).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BONSER.—Jan. 12, at Singapore, East Indies, the wife of J. W. Bonser, of Lincoln's-inn, barrister-at-law, of a son.
 JUNNER.—Feb. 10, at 6, Polwarth-gardens, Edinburgh, the wife of James Junner, Solicitor Supreme Courts, of a daughter.

MARRIAGES.

HURLE-THOMAS.—Feb. 9, at St. Werburgh's, Bristol, Joseph Cooke Hurle, barrister-at-law, to Lilian Margaret, daughter of Benjamin Thomas, Esq., of Stapleton Park, near Bristol.
 YARDLEY-CHALK.—Feb. 11, at St. James's Church, Piccadilly, Edward Yardley, barrister-at-law, to Ellen Chalk.

DEATHS.

FIELD.—Feb. 14, at St. Helen's House, Norwich, Edward Field, aged 74.
 TAPPING.—Feb. 3, at 2, Mackenzie-street, Slough, Thomas Tapping, barrister-at-law.
 WELD.—Feb. 17, at 3, Marine-parade, Bognor, Sussex, William Weld, barrister-at-law, aged 85.

FEE, TWO GUINEAS, for a sanitary inspection and report on a London dwelling-house. Country surveys by arrangement. The Sanitary Engineering and Ventilation Company, 115, Victoria-street, Westminster. Prospectus free.—[ADVT.]

LONDON GAZETTES.

BANKRUPTCIES ANNULLED.

Under the Bankruptcy Act, 1869.

FRIDAY, Feb. 12, 1886.

Mackenzie, Stanley John Wynn, Somerset House, Clerk. Feb 9
 Shaller, Robert, Camberwell. Feb 9

TUESDAY, Feb. 16, 1886.

Shaller, Robert, Clerkenwell Green. Feb 10

THE BANKRUPTCY ACT, 1883.

FRIDAY, Feb. 12, 1886.

RECEIVING ORDERS.

Abrahams, Jacob, Liverpool, Tailor. Liverpool. Pet Feb 10. Ord Feb 10.
 Exam Feb 22 at 11, at Court house, Government buildings, Victoria st, Liverpool
 Archer, George, Mountain Ash, Llanwornno, Glamorganshire, Grocer. Aberdare. Pet Feb 10. Ord Feb 10. Exam Mar 1 at 10.30, at Temperance Hall, Aberdare
 Archer, John William, Halifax, Welded Boiler Manufacturer. Halifax. Pet Feb 10. Ord Feb 10. Exam Mar 15
 Barlow, George Harrison, Hereford, Auctioneer. Hereford. Pet Feb 10. Ord Feb 10. Exam Feb 19
 Bibby, Richard, Preston, Lancashire, Grocer. Preston. Pet Feb 8. Ord Feb 8. Exam Feb 23
 Blackbourn, Edwin, Gt Grimsby, Lincolnshire, Provision Dealer. Gt Grimsby. Pet Feb 7. Ord Feb 9. Exam Feb 24 at 11, at Townhall, Grimsby
 Bower, Henry, Thurstone, nr Penistone, Woollen Cloth Manufacturer. Barnsley. Pet Feb 9. Ord Feb 9. Exam Mar 15 at 11.30
 Brown, Solomon, Great Yarmouth, Smackmaster. Great Yarmouth. Pet Feb 10. Ord Feb 10. Exam Mar 1 at 2.30, at Townhall, Great Yarmouth
 Buckton, Humphrey Charles, Somerleyton road, Brixton, Banker's Clerk. High Court. Pet Feb 4. Ord Feb 8. Exam Mar 10 at 11.30, at 34, Lincoln's inn fields
 Charnley, Betsy, and Ann Agnes Charnley, Arnside, Westmorland, Innkeepers. Kendal. Pet Feb 6. Ord Feb 8. Exam Feb 27 at 2, at Court house, Townhall, Kendal
 Cockcroft, John, Todmorden, Yorks, Cotton Manufacturer. Burnley. Pet Feb 8. Ord Feb 8. Exam Mar 4 at 11
 Coles, Oswald Lewis, Upper Charles st, Goswell rd, Lithographic Printer. High Court. Pet Feb 8. Ord Feb 8. Exam Mar 17 at 11.30, at 34, Lincoln's inn fields
 Crabtree, Joseph, Ilkey, Yorks, Cabinet Maker. Leeds. Pet Feb 8. Ord Feb 8. Exam Mar 2 at 11
 Davey, Edwin, Wellington, Somerset, Grocer. Taunton. Pet Feb 8. Ord Feb 8. Exam Mar 17 at 2.30
 Day, Henry, Aldham, Essex, Maltster. Colchester. Pet Feb 8. Ord Feb 8. Exam Feb 27 at 11.30, at Townhall, Colchester
 Griffin, John Henry, Wash upon Dearne, Yorks, Labourer. Sheffield. Pet Feb 9. Ord Feb 9. Exam Feb 26 at 11.30
 Gully, Joseph, and Albert Gully, Bristol, Bakers. Bristol. Pet Feb 2. Ord Feb 8. Exam Mar 5 at 12, at Guildhall, Bristol
 Gunning, Fanny, Swansea, Innkeeper. Swansea. Pet Feb 9. Ord Feb 9. Exam Feb 24
 Hammond, Stocks, Shipley, nr Bradford, Professor of Music. Bradford. Pet Feb 8. Ord Feb 9. Exam Feb 25
 Haslam, Susannah, and Washington Abbott, Bolton, Lancashire, Confectioner. Bolton. Pet Jan 26. Ord Feb 10. Exam Mar 1 at 11
 Heard, William, Ferndale, Glam., Insurance Agent. Pontypridd. Pet Feb 8. Ord Feb 8. Exam Mar 2 at 2
 Holgate, Henry, Burnley, Lancashire, German Yeast Importer. Burnley. Pet Feb 10. Ord Feb 10. Exam Mar 4 at 11
 Jenkinson, John, jun, Millom, Cumberland, Farmer. Whitehaven. Pet Feb 10. Ord Feb 10. Exam Mar 1 at 12
 Jones, William, Farnworth, Lancashire, Auctioneer. Bolton. Pet Feb 10. Ord Feb 10. Exam Mar 1 at 11
 Kenrick, Agnes Butler, Oxford, Lodging house Keeper. Oxford. Pet Feb 8. Ord Feb 8. Exam Mar 11 at 11.30
 Lock, Thomas, Edgbaston, Commission Agent. Birmingham. Pet Feb 8. Ord Feb 8. Exam Mar 8 at 2
 Lynn, Walter, Brighton, Timber Merchant. Brighton. Pet Feb 10. Ord Feb 10. Exam Feb 25 at 11
 Lyon, Henry Isaac, Gower st, Grocer. High Court. Pet Feb 4. Ord Feb 8. Exam Mar 11 at 11.30 at 34, Lincoln's inn fields
 Lythe, Walter Herbert, Church, Lancashire, Grocer. Blackburn. Pet Feb 8. Ord Feb 8. Exam Feb 23 at 11.30

Mitchell, John, Whitby, Fish Curer. Stockton on Tees and Middlesborough. Pet Feb 8. Ord Feb 8. Exam Feb 17.
 Morris, Richard Cumming, Menai Bridge, Anglesey, Draper. Bangor. Pet Feb 10. Ord Feb 10. Exam Mar 11 at 11.
 Moses, Philip, High st, Whitechapel, Clothier. High Court. Pet Feb 10. Ord Feb 10. Exam Mar 18 at 11.30 at 34, Lincoln's inn fields.
 Parkes, William, West Bromwich, Staffordshire, General Dealer. Oldbury. Pet Feb 8. Ord Feb 8. Exam Mar 1.
 Pearce, Arthur Llewellyn, Swansea. Swansea. Pet Feb 6. Ord Feb 6. Exam Feb 24.
 Poulton, James, Manchester, Furniture Broker. Manchester. Pet Feb 9. Ord Feb 9. Exam Feb 26 at 2.
 Robinson, Joe Arthur, Huddersfield, Solicitor. Huddersfield. Pet Feb 10. Ord Feb 10. Exam Mar 8 at 11.
 Russell, Thomas, Ledbury, Herefordshire, Miller. Worcester. Pet Feb 8. Ord Feb 8. Exam Feb 22 at 11.30.
 Shanasy, Michael Joseph, Bedford, Journalist. Bedford. Pet Feb 9. Ord Feb 9. Exam Mar 10.
 Simmons, John, Gt. Plumstead, Norfolk, Blacksmith. Norwich. Pet Jan 29. Ord Feb 10. Exam Mar 17 at Shirehall, Norwich Castle.
 Smethurst, Henry, Stafford, Jeweller. Stafford. Pet Feb 8. Ord Feb 8. Exam Mar 3 at 12 at Shirehall, Stafford.
 Stewart, E., Hanbury st, Spitalfields, Greensgrocer. High Court. Pet Jan 14. Ord Feb 8. Exam Mar 9 at 11.30 at 34, Lincoln's inn fields.
 Stoneham, William George, Pear Tree ct, Farringdon rd, Bookbinder. High Court. Pet Feb 9. Ord Feb 9. Exam Mar 16 at 11.30 at 34, Lincoln's inn fields.
 Thompson, Francis William, Nottingham, out of business. Nottingham. Pet Feb 10. Ord Feb 10. Exam Mar 16.
 Thompson, James, Ormsell, Barrow in Furness, Sawyer. Ulverston and Barrow in Furness. Pet Feb 9. Ord Feb 10. Exam Mar 3 at 3 at Townhall, Barrow in Furness.
 Turner, Daniel, Oswaldtwistle, Lancashire, Earthenware Dealer. Blackburn. Pet Feb 9. Ord Feb 9. Exam Feb 23 at 11.30.
 Wheelton, Horatio, Westbromwich, General Dealer. Oldbury. Pet Feb 5. Ord Feb 8. Exam Mar 1.
 Wilcox, Matthew, Harborne, Staffordshire, Clerk. Birmingham. Pet Feb 9. Ord Feb 9. Exam Mar 9 at 2.
 Williams, Joseph, Leicester, Tailor. Leicester. Pet Feb 8. Ord Feb 9. Exam Feb 22 at 10.
 Williams, Meesbach, Chester, Window Casement Manufacturer. Chester. Pet Feb 8. Ord Feb 9. Exam Feb 25 at 12 at Chester Castle.
 Woodburn, Hugh, Newport, Mon, Draper. Newport, Mon. Pet Feb 9. Ord Feb 10. Exam Feb 24 at 11.
 Wright, Joseph Henry, Cheshunt, Hertfordshire, Boot Dealer. Edmonton. Pet Feb 8. Ord Feb 8. Exam Mar 5 at 1 Court house, Edmonton.
 Young, Thomas, Stroud, Grocer. Gloucester. Pet Feb 8. Ord Feb 8. Exam Mar 9.

FIRST MEETINGS.

Bibby, Richard, Preston, Lancashire, Grocer. Feb 19 at 3. Official Receiver, 41, Chapel st, Preston.
 Black, John, Kentish Town rd, Pianoforte Key Maker. Feb 22 at 2. 33, Carey st, Lincoln's inn fields.
 Case, Frederick, Cardiff, Fruit Merchant. Feb 19 at 12. Official Receiver, 3, Crockherbtown, Cardiff.
 Crabtree, Joseph, Ilkley, Yorks, Cabinet Maker. Feb 22 at 11. Official Receiver, St Andrew's chbrs, 22, Park row, Leeds.
 Davey, Edwin, Wellington, Somerset, Grocer. Feb 20 at 11. Official Receiver, 9, Middle st, Taunton.
 Greenhow, William, Loughbrigg, nr Ambleside, Farmer. Feb 27 at 12. Official Receiver, 37, Stramontage, Kendal.
 Gully, Joseph, and Albert Gully, Bristol, Bakers. Feb 10 at 11.30. Official Receiver, Bank chbrs, Bristol.
 Gunning, Fanny, Swansea, Innkeeper. Feb 23 at 11. Official Receiver, 6, Rutland st, Swansea.
 Hammond, Stocks, Shipley, nr Bradford, Professor of Music. Feb 22 at 11. Official Receiver, 31, Manor row, Bradford.
 Hanson, Henry John, Park rd, Haverstock hill, Architect. Feb 22 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
 Haslam, Susannah, and Washington Abbott, Bolton, Lancashire, Confectioners. Feb 24 at 11. 16, Wood st, Bolton.
 Heard, William, Ferndale, Glamorganshire, Insurance Agent. Feb 22 at 3. Official Receiver, Merthyr Tydfil.
 Holman, Thomas, Chilham, Kent, Licensed Victualler. Feb 19 at 10. 32, St George's st, Canterbury.
 Hubbard, William, Brockdish, Norfolk, Grocer. Feb 20 at 11.30. Magpie Hotel, Harleston.
 Hunt, Arthur, Exeter, Chemist. Feb 23 at 11. Bankruptcy bldgs, Portugal st, Jones, William, Farnworth, Lancashire, Auctioneer. Feb 24 at 3. 16, Wood st, Bolton.
 Kimpton, George, Cardross st, Hammersmith, Builder. Feb 22 at 12. 33, Carey st, Lincoln's inn fields.
 Lister, John, Shrewsbury, Bootmaker. Feb 20 at 11.45. Law Society, Talbot chbrs, Shrewsbury.
 Nunn, Herbert Elias, Wyndham rd, Camberwell, Manufacturing Confectioner. Feb 19 at 11. 33, Carey st, Lincoln's inn fields.
 O'Neill, John, Liverpool, Draper. Feb 23 at 3. Official Receiver, 35, Victoria st, Liverpool.
 Pearce, Arthur Llewellyn, Swansea, Colliery Proprietor. Feb 20 at 11. 6, Rutland st, Swansea.
 Phillips, John, Liverpool st, Walworth, Engineer. Feb 25 at 11. 33, Carey st, Lincoln's inn fields.
 Poulton, James, Manchester, Furniture Broker. Feb 26 at 3. Official Receiver, Ozden's chbrs, Bridge st, Manchester.
 Reeland, Frederick, Three Colt st, Limehouse, Licensed Victualler. Feb 19 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
 Restell, George Henry, London st, Paddington, Trunk Maker. Feb 22 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
 Roberts, Frank, Falmouth, Cornwall, Ironmonger. Feb 20 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
 Robinson, Joe Arthur, Huddersfield, Solicitor. Feb 24 at 3. Official Receiver, Albert bldgs, New st, Huddersfield.
 Russell, Thomas, Ledbury, Herefordshire, Miller. Feb 22 at 10.30. Official Receiver, Worcester.
 Syraque, Sydney Davis, Guildford, Music Publisher. Feb 19 at 11. 28 and 29, St Swithin's lane.
 Stock, Sydney Campbell, Spensham rd, Stockwell, Builder. Feb 24 at 11. 33, Carey st, Lincoln's inn fields.
 Thompson, Horace Vincent, Tilehead, Wilts, Clerk in Holy Orders. Feb 20 at 12. Official Receiver, Bank chbrs, Bristol.
 Topp, Samuel Berlie, Newbury, Berks, Bootmaker. Feb 22 at 3. Official Receiver, 100, Victoria st, Westminster.
 Triggs, Henry, Steyning, Sussex, out of employment. Feb 19 at 12. Official Receiver, 20, Bond st, Brighton.
 Turner, Daniel, Oswaldtwistle, Lancashire, Earthenware Dealer. Feb 22 at 3. Commercial Hotel, Blackburn rd, Acreington.
 Underhill, Henry William, Upper Thames st, Manufacturer of Stoves. Feb 22 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.

Walker, William, Bootle, Lancashire, Fish Dealer. Feb 23 at 2. Official Receiver, 35, Victoria st, Liverpool.
 Wallers, Charles, Sutton Oak, nr St Helen's, Lancashire, Grocer. Feb 23 at 3. Official Receiver, 35, Victoria st, Liverpool.
 Williams, Alfred, Clynderwyn, Carmarthenshire, Innkeeper. Feb 19 at 11.30. Official Receiver, 11, Quay st, Carmarthen.
 Williams, Joseph, Leicester, Tailor. Feb 23 at 3. Official Receiver, 26 Friar lane, Leicester.
 Woodburn, Hugh, Newport, Mon., Draper. Feb 24 at 12. Official Receiver, 12, Tredegar pl, Newport, Mon.
 Woolnough, Joseph, Westbourne grove, Bayswater, Jeweller. Feb 22 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
 Young, Thomas, Stroud, Grocer. Feb 20 at 3. Official Receiver, 15, King st, Gloucester.

ADJUDICATIONS.

Archer, George, Llanwanno, Glamorganshire, Grocer. Aberdare. Pet Feb 10. Ord Feb 10.
 Barford, Josiah, Luton, Straw Hat Manufacturer. Luton. Pet Jan 23. Ord Feb 10.
 Barlow, George Harrison, Hereford, Auctioneer. Hereford. Pet Feb 10. Ord Feb 10.
 Barnard, Emma, Southtown, Suffolk, Widow. Gt Yarmouth. Pet Jan 29. Ord Feb 9.
 Beal, Harvey, Stannington, Yorks, Farmer. Sheffield. Pet Jan 26. Ord Feb 8.
 Belfield, James, Burslem, Fish Salesman. Hanley, Burslem, and Tunstall. Pet Feb 4. Ord Feb 9.
 Berridge, Samuel, Cotesbach, Leicestershire, Farmer. Leicester. Pet Jan 6. Ord Feb 4.
 Blencowe, Edward, Devizes, Wilts, Grocer. Bath. Pet Jan 12. Ord Feb 8.
 Briggs, James, Burton Bridge, nr Barnaley, Labourer. Barnaley. Pet Jan 21. Ord Feb 9.
 Bruce, Robert, Bungay, Suffolk, Licensed Victualler. Gt Yarmouth. Pet Jan 30. Ord Feb 9.
 Burroughes, Thomas, Lowestoft, Suffolk, Grocer. Gt Yarmouth. Pet Jan 26. Ord Feb 9.
 Calvert, David, Leadenhall st, Gent. High Court. Pet Jan 11. Ord Feb 8.
 Charney, Betsy, and Ann Agnes Charney, Arnside, Westmorland, Innkeepers. Kendal. Pet Feb 6. Ord Feb 10.
 Cooper, Thomas, Ashborne, Derbyshire, Brewer. Burton on Trent. Pet Jan 15. Ord Feb 4.
 Crabtree, Joseph, Ilkley, Yorks, Cabinet Maker. Leeds. Pet Feb 8. Ord Feb 9.
 Dixon, Thomas, Aikton, Cumberland, Farmer. Carlisle. Pet Feb 8. Ord Feb 8.
 Fildes, Alfred, Mayo rd, Croydon, Dairyman. Croydon. Pet Jan 29. Ord Feb 4.
 Goodwin, John, Melina rd, Shepherd's Bush, Builder. High Court. Pet Feb 2. Ord Feb 8.
 Goff, James Charles, Exeter, Cabinet Maker. Exeter. Pet Jan 19. Ord Feb 6.
 Griffin, John Henry, Wath upon Dearne, Yorks, Labourer. Sheffield. Pet Feb 9. Ord Feb 9.
 Haunbridge, Herbert, Yeovil, Glove Manufacturer. Yeovil. Pet Jan 21. Ord Feb 9.
 Herman, Thomas, Gt Yarmouth, Beerhouse Keeper. Gt Yarmouth. Pet Jan 29. Ord Feb 9.
 Hilditch, Alfred, Penton st, Pentonville, General Dealer. High Court. Pet Feb 1. Ord Feb 9.
 Hodgson, Thomas, Newcastle upon Tyne, Tea Dealer. Newcastle upon Tyne. Pet Jan 27. Ord Feb 10.
 Jones, Frederick, Gt Yarmouth, Moulder. Gt Yarmouth. Pet Jan 28. Ord Feb 9.
 Jenkins, David, Tenby, Tailor. Pembroke Dock. Pet Jan 25. Ord Feb 10.
 Jones, William, Farnworth, Lancashire, Auctioneer. Bolton. Pet Feb 10. Ord Feb 10.
 Lister, John, Shrewsbury, Boot Maker. Shrewsbury. Pet Feb 9. Ord Feb 10.
 Mitchell, John, Whitby, Fish Curer. Stockton on Tees and Middlesborough. Pet Feb 8. Ord Feb 8.
 Norton, John, Leicester, Draper. Leicester. Pet Dec 31. Ord Feb 8.
 Pearce, John, Minehead, Somerset, Builder. Taunton. Pet Jan 30. Ord Feb 8.
 Pearson, Thomas, and William Henry Hiley, York, Grocers. York. Pet Jan 26. Ord Feb 9.
 Picken, Emanuel, Wolverhampton, Oil Dealer. Wolverhampton. Pet Feb 3. Ord Feb 9.
 Poulton, James, Ardwick, Manchester, Furniture Broker. Manchester. Pet Feb 9. Ord Feb 9.
 Reeland, Frederick, Three Colt st, Limehouse, Licensed Victualler. High Court. Pet Jan 21. Ord Feb 9.
 Shanasy, Michael Joseph, Bedford, Journalist. Bedford. Pet Feb 9. Ord Feb 9.
 Synnot, Charles Forbes, Tenby, Schoolmaster. Pembroke Dock. Pet Jan 22. Ord Feb 9.
 Tarte, Mary, Richards Castle, Herefordshire, Farmer. Leominster. Pet Dec 14. Ord Feb 10.
 Thompson, Horace Vincent, Tilehead, Wilts, Clerk in Holy Orders. Bath. Pet Feb 6. Ord Feb 9.
 Turner, Daniel, Oswaldtwistle, Lancashire, Earthenware Dealer. Blackburn. Pet Feb 9. Ord Feb 10.
 Waite, George Edward, Eastbourne, Builder. Lewes and Eastbourne. Order made under section 103. Ord Feb 9.
 Ward, Daniel, Heworth, Farmer. York. Pet Jan 25. Ord Feb 6.
 Ward Richard Layzelle, Croydon, Contractor. Croydon. Pet Dec 4. Ord Feb 4.
 Wilcox, Matthew, Harborne, Staffordshire, Clerk. Birmingham. Pet Feb 9. Ord Feb 10.
 Williams, Levi Edward, Lampeter Velfrey, Weaver. Pembroke Dock. Pet Jan 26. Ord Feb 10.
 Wrigglesworth, George Henry, Camberwell Green, Licensed Victualler. High Court. Pet Jan 7. Ord Feb 9.
 Young, Thomas, Stroud, Grocer. Gloucester. Pet Feb 8. Ord Feb 8.

The following amended notice is substituted for that published in the London Gazette of Feb 9.

Anslo, George John, Union st, Lambeth, Dealer in Scale Boards. High Court. Pet Feb 1. Ord Feb 4.

TUESDAY, Feb. 16, 1886.

RECEIVING ORDERS.

Aspin, Thomas, Peel sq, Barnaley, Innkeeper. Barnaley. Pet Jan 11. Ord Feb 11.
 Bates, Thomas William, East Dereham, Norfolk, Tailor. Norwich. Pet Feb 11. Ord Feb 11.
 Bellwood, James, Northallerton, Castle Dealer. Northallerton. Pet Feb 5. Ord Feb 11.
 Brown, Edwin, Shepton Mallett, Somerset, Butcher. Wells. Pet Feb 11. Ord Feb 11.
 Chard, Thomas, Wolverhampton, Butcher. Wolverhampton. Pet Feb 12. Ord Feb 12.
 Concannon, Austin, North Stockport, Cheshire, Physician. Stockport. Pet Feb 11. Ord Feb 11.
 Dawson, James, Todmorden, Yorks, Farmer. Burnley. Pet Feb 12. Ord Feb 12.
 Delaney, George, Manchester, Yarn Agent. Manchester. Pet Jan 27. Ord Feb 11.
 Exam Mar 11 at 2.

Dobson, James, and William Dobson, Sandbach, Cheshire, Grocers. Macclesfield. Pet Feb 11. Ord Feb 11. Exam Feb 25 at 11.
 Dovey, Edward, Birmingham, Saw Mill Proprietor. Birmingham. Pet Feb 12. Ord Feb 12. Exam Mar 15.
 Epps, Thomas, Doddington, Kent, Farmer. Canterbury. Pet Feb 11. Ord Feb 12. Exam Feb 26.
 Fellows, Isaac, jun, Dudley, Worcestershire, Fender Maker. Dudley. Pet Feb 8. Ord Feb 9. Exam Feb 25 at 11.
 Fitzmaurice, John Louis, Bury, Lancashire, Surgeon. Bolton. Pet Feb 13. Ord Feb 13. Exam Mar 8 at 11.
 Fox, Thomas, Gt Yarmouth, Builder. Gt Yarmouth. Pet Jan 27. Ord Feb 11. Exam Mar 22 at 2.30 at Townhall, Gt Yarmouth.
 Godmark, James, Hayward's Heath, Sussex, Licensed Victualler. Brighton. Pet Feb 11. Ord Feb 11. Exam Feb 25 at 11.
 Gorringe, William, Upper Baker st, Grocer's Assistant. High Court. Pet Jan 28. Ord Feb 13. Exam Mar 26 at 11.30 at 34, Lincoln's inn fields.
 Greenwood, Frederick William, Leeds, Boot Dealer. Leeds. Pet Feb 11. Ord Feb 11. Exam Mar 16 at 11.
 Hain, James, Hereford, Brewers' Agent. Hereford. Pet Feb 13. Ord Feb 13. Exam Mar 23.
 Harrison, Francis, Bolton, Lancashire, Plumber and Glazier. Bolton. Pet Feb 11. Ord Feb 11. Exam Mar 8 at 11.
 Herbert, Mary, Blackwood, Mon, Innkeeper. Tredegar. Pet Feb 12. Ord Feb 13. Exam Mar 5 at 11.30 at County Court Office, Tredegar.
 Hill, Jesse, Sudbury, Derbyshire, Blacksmith. Burton on Trent. Pet Feb 10. Ord Feb 10. Exam Mar 17 at 11.
 Hindley, James, Gwersyllt, Denbighshire, Coachman. Wrexham. Pet Feb 11. Ord Feb 11. Exam Mar 9.
 Ingram, John, Hackney Wick. High Court. Pet Jan 18. Ord Feb 10. Exam Mar 19 at 11.30 at 34, Lincoln's inn fields.
 Jones, John, and John Davies, Llansaintfrid, Cardiganshire, Brewers. Aberystwith. Pet Feb 11. Ord Feb 11. Exam Feb 23 at 1.
 Leech, Joseph, Park rd, Crouch End, Horney, Commercial Traveller. High Court. Pet Feb 11. Ord Feb 11. Exam Mar 11 at 11.30 at 34, Lincoln's inn fields.
 Lowther, Hon Charles, Grove End rd, St John's Wood, Gent. High Court. Pet Jan 11. Ord Jan 29. Exam Mar 18 at 11.30 at 34, Lincoln's inn fields.
 Martindale, John, Bowness, Westmorland, Waller. Kendal. Pet Feb 12. Ord Feb 13. Exam Mar 6 at 2 at Court house, Townhall, Kendal.
 Morgan, George, Pontypridd, Glamorganshire, Builder. Pontypridd. Pet Feb 3. Ord Feb 3. Exam Feb 23.
 Owen, Alfred, Wolverhampton, Baker. Wolverhampton Pet Feb 12. Ord Feb 14. Exam Mar 10.
 Parry, Graham, Cheltenham, Gent. Cheltenham. Pet Feb 13. Ord Feb 13. Exam Mar 25 at 12.
 Potts, Edward Sisson, Boston Spa, Yorks, Corn Dealer. York. Pet Feb 11. Ord Feb 11. Exam Feb 25 at 11 at Guildhall, York.
 Prior, Robert, Oxford, Tailor. Oxford. Pet Feb 10. Ord Feb 10. Exam Mar 11.
 Rees, Thomas, junr, Bettws, Carmarthenshire, Grocer. Carmarthen. Pet Feb 13. Ord Feb 13. Exam Mar 23 at 11.
 Rhodes, Thomas, Hulme, Manchester, out of business. Salford. Pet Feb 11. Ord Feb 11. Exam Feb 24 at 11.
 Roberts, Katherine, Porchester Gardens, Boarding House Keeper. High Court. Pet Feb 11. Ord Feb 11. Exam Mar 16 at 11 at 34, Lincoln's inn fields.
 Roberts, John George, Faversham, Kent, Marine Store Dealer. Canterbury. Pet Feb 11. Ord Feb 12. Exam Feb 26.
 Smith, John Thomas, Manchester, Flour Dealer. Manchester. Pet Feb 11. Ord Feb 11. Exam Mar 11 at 2.
 Tedd, William, West Bromwich, Fishmonger. Oldbury. Pet Feb 11. Ord Feb 11. Exam Mar 8.
 Tiffen, William Losh, Carlisle, Boot Manufacturer. Carlisle. Pet Feb 12. Ord Feb 12. Exam Feb 26 at 11 at Court house, Carlisle.
 Waters, Herbert Forman, Ilkeston, Derbyshire, Boot Dealer. Derby. Pet Jan 22. Ord Feb 11. Exam Mar 6 at 10.
 White, George, St Leonards on Sea, Watchmaker. Hastings. Pet Feb 10. Ord Feb 10. Exam Mar 8.
 Wolf, Aron, Plymouth, Watchmaker. East Stonehouse. Pet Feb 11. Ord Feb 11. Exam Mar 5 at 11.
 Woodward, Henry Davis, Swansea, Solicitor. Swansea. Pet Feb 12. Ord Feb 12. Exam Feb 24.
 Wright, George, Leeds, Artist. Leeds. Pet Feb 11. Ord Feb 11. Exam Mar 16 at 11.

FIRST MEETINGS.

Abrahams, Jacob, Liverpool, Tailor. Feb 24 at 3. Official Receiver, 35, Victoria st, Liverpool.
 Anslow, George John, Union st, Lambeth, Dealer in Scale Boards. Feb 24 at 2. 33, Carey st, Lincoln's inn.
 Archer, George, Llanwanno, Glamorganshire, Grocer. Feb 24 at 12. Official Receiver, Merthyr Tydfil.
 Archer, John William, Halifax, Welded Boiler Manufacturer. Feb 24 at 11. Official Receiver, Townhall chhrs, Halifax.
 Bellwood, James, Northallerton, Yorks, Cattle Dealer. Feb 25 at 12.30. Court house, Northallerton.
 Bishopp, Harry Gustavus, Borough rd, Southwark, Tobacco Manufacturer. Feb 25 at 2. 33, Carey st, Lincoln's inn.
 Blackburn, Edwin, Gt Grimsby, Provision Dealer. Feb 24 at 2. Official Receiver, 3, Haven st, Gt Grimsby.
 Blakeley, Edward Francis, South Benfleet, Essex, Grocer. Feb 24 at 3. Auction Mart, Tokenhouse-yd, London.
 Bowerman, Richard, Hanworth rd, Hounslow, Grocer. Feb 23 at 11. 28 and 29, St Swithin's lane.
 Brown, Edwin, Shepton Mallett, Somerset, Butcher. Feb 25 at 1. George Hotel, Shepton Mallett.
 Calvert, David, Leadenhall st, Gentleman. Feb 25 at 12. 33, Carey st, Lincoln's inn.
 Campbell, George, Cromford rd, West hill, Wandsworth, Builder. Mar 1 at 11. 33, Carey st, Lincoln's inn.
 Chard, Thomas, Wolverhampton, Butcher. Feb 26 at 3.30. Official Receiver, St Peter's close, Wolverhampton.
 Cockcroft, John, Todmorden, Yorks, Cotton Manufacturer. Mar 1 at 3.30. Queen's Hotel, Todmorden.
 Concanon, Austin, Stockport, Physician. Feb 24 at 12. Official Receiver, County chhrs, Market pl, Stockport.
 Cragg, William, Carline, Nurseryman. Feb 24 at 12. Official Receiver, 2, Paxton terr, Barrow in Furness.
 Craggs, Edward William, Hereford, Dealer in Fancy Goods. Feb 25 at 2.30. Official Receiver, 2, Offa st, Hereford.
 Day, Henry, Aldham, Essex, Malster. Feb 27 at 10.45. Townhall, Colchester.
 DeLanay, George, Manchester, Yarn Agent. Mar 11 at 3.30. Official Receiver, Ogden's chhrs, Bridge st, Manchester.
 Dobson, James (sep estate), Elworth st, Sandbach, Grocer. Feb 24 at 11.30. Official Receiver, County chhrs, Market place, Stockport.
 Dobson, James, and William Dobson, Sandbach, Cheshire, Grocers. Feb 24 at 11.5. Official Receiver, County chhrs, Market pl, Stockport.
 Dobson, William (sep estate), Furnival st, Sandbach, Grocer. Feb 24 at 11.45. Official Receiver, County chhrs, Market place, Stockport.
 Esp, W. T., High st, Wandsworth, Corndealer. Feb 24 at 3. Official Receiver, 109, Victoria st, Westminster.

Fellows, Isaac, jun, Dudley, Worcestershire, Fender Manufacturer. Feb 25 at 10.30. Official Receiver, Dudley.
 Godmark, James, Hayward's Heath, Sussex, Licensed Victualler. Feb 24 at 12. Official Receiver, 30, Bond st, Brighton.
 Griffin, John Henry, Wath upon Dearne, Yorks, Labourer. Feb 24 at 12. Official Receiver, Figtree lane, Sheffield.
 Harris, Philip G., and J. N. Budd, Tenby, Wine Merchants. Anderton's Hotel, Fleet st.
 Harrison, Francis, Bolton, Lancashire, Plumber. Feb 25 at 11. 16, Wood st, Bolton.
 Hill, Jesse, Sudbury, Derbyshire, Blacksmith. Feb 24 at 3. White Hart Hotel, Uttroter.
 Hindley, James, Gwersyllt, Denbighshire, Coachman. Mar 2 at 2. Glascodeine, Egerton st, Wrexham.
 Holgate, Henry, Burnley, Lancashire, German Yeast Importer. Feb 24 at 3. Exchange Hotel, Nicholas st, Burnley.
 Hudson, William, Derby, Innkeeper. Mar 2 at 10.45. C. H. Collis, Solicitor, Stourbridge.
 Jenkins, John, jun, Millom, Cumberland, Farmer. Feb 24 at 2. Official Receiver, 67, Duke st, Whitehaven.
 Jones, Thomas Oliver Sturges, address unknown. Feb 24 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
 Kellan, Albert Rayson, Cardiff, Tailor. Feb 23 at 11. Official Receiver, 3, Crookherbtown, Cardiff.
 Lythe, Walter Herbert, Church, Lancashire, Grocer. Feb 23 at 2. County Court house, Blackburn.
 Mitchell, John, Whitby, Yorks, Fish Curer. Feb 23 at 3. Official Receiver, 8, Albert rd, Middlesbrough.
 Morgan, George, Pontypridd, Builder. Feb 23 at 12. Court house, Pontypridd.
 Morris, Richard Cumming, Menai Bridge, Anglesey, Draper. Feb 24 at 12. Official Receiver, St. Andrew's chhrs, 22, Park row, Leeds.
 Morrill, Charles, Leeds, Licensed Victualler. Feb 25 at 11. Official Receiver, St. Andrew's chhrs, 22, Park row, Leeds.
 Potts, Edward Sisson, Bramham, Yorks, Corn Dealer. Feb 24 at 2. Official Receiver, 17, Blake st, York.
 Rhodes, Thomas, Manchester, out of business. Feb 24 at 11.30. Court house, Encombe pl, Salford.
 Smith, John Thomas, Manchester, Flour Dealer. Mar 11 at 3. Official Receiver, Ogden's chhrs, Bridge st, Manchester.
 Snelgrove, Horatio R., Clapham common. Feb 23 at 3. Official Receiver, 100, Victoria st, Westminster.
 Tiffen, William Losh, Carlisle, Boot Manufacturer. Feb 26 at 12. Official Receiver, 34, Fisher st, Carlisle.
 Waters, Herbert Forman, Ilkeston, Derbyshire, Boot Dealer. Feb 24 at 12.30. Official Receiver, St. James's chhrs, Derby.
 White, George, St. Leonards on Sea, Watchmaker. Feb 23 at 2. Gausden and Dawson, 40, Robertsan st, Hastings.
 Wilkins, C. M., Strand, Doctor of Medicine. Feb 25 at 11. 33, Carey st, Lincoln's inn.
 Williams, Meshach, Chester, Window Casement Manufacturer. Feb 26 at 12. Crewe Arms Hotel, Crewe.
 Wolf, Aron, Plymouth, Watchmaker. Feb 24 at 3. Official Receiver, 18, Frankfort st, Plymouth.
 Woodward, Henry Davis, Swansea, Solicitor. Feb 26 at 11. Official Receiver, 6, Rutland st, Swansea.
 Wright, George, Leeds, Artist. Feb 25 at 12. Official Receiver, St. Andrew's chhrs, 22, Park row, Leeds.

ADJUDICATIONS.

Archer, John William, Halifax, Welded Boiler Manufacturer. Halifax. Pet Feb 10. Ord Feb 12.
 Aspin, Thomas, Peel sq, Barnsley, Innkeeper. Barnsley. Pet Feb 11. Ord Feb 12.
 Atkins, Henry, Wormwood st, Importer of Tobaccoists' Fancy Goods. High Court. Pet Jan 12. Ord Feb 11.
 Barber, Edward John, Luton, Bedfordshire, Builder. Luton. Pet Jan 27. Ord Feb 12.
 Benham, Mary Anne, Belsize rd, Hampstead, Widow. High Court. Pet Dec 11. Ord Feb 13.
 Blackburn, Edwin, Gt Grimsby, Provision Dealer. Gt Grimsby. Pet Feb 9. Ord Feb 10.
 Bower, Henry, Thurstone, nr Penistone, Woollen Cloth Manufacturer. Barnsley. Pet Feb 8. Ord Feb 12.
 Bowerman, Richard, Hanworth rd, Hounslow, Grocer. Brentford. Pet Feb 4. Ord Feb 9.
 Brack, Joseph, Fareham, Hants, Brick Manufacturer. Portsmouth. Pet Oct 20. Ord Feb 10.
 Buckton, Humphrey Charles, Somerleyton rd, Brixton, Banker's Clerk. High Court. Pet Feb 4. Ord Feb 11.
 Clarke, Charles James, Haddenham, Buckinghamshire, Hay Dealer. Aylesbury. Pet Jan 7. Ord Feb 12.
 Fellows, Isaac, jun, Dudley, Worcestershire, Fender Manufacturer. Dudley. Pet Feb 10. Ord Feb 11.
 Finnis, William, Welwyn, Hertfordshire, Esq. Hertford. Pet Dec 19. Ord Feb 12.
 Gyll, F. G., Canterbury, Lieutenant-Colonel. Canterbury. Pet Nov 24. Ord Feb 10.
 Hammond, Stocks, Shipley, nr Bradford, Professor of Music. Bradford. Pet Feb 8. Ord Feb 12.
 Harris, Philip G., and J. N. Budd, Tenby, Wine Merchants. Pembroke Dock. Pet Jan 21. Ord Feb 12.
 Harrison, Francis, Bolton, Lancashire, Plumber. Bolton. Pet Feb 11. Ord Feb 12.
 Heard, William, Ferndale, Glamorganshire, Insurance Agent. Pontypridd. Pet Feb 8. Ord Feb 10.
 Heath, Vernon, Piccadilly, Photographer. High Court. Pet Mar 17. Ord Feb 13.
 Holgate, Henry, Burnley, Lancashire, German Yeast Importer. Burnley. Pet Feb 10. Ord Feb 13.
 Jefferson, Robert, Marton, nr Ouseburn, Yorks, Innkeeper. York. Pet Jan 27. Ord Feb 11.
 Leatherdale, Jonathan, sen, Brighton, Machine Proprietor. Brighton. Pet Jan 27. Ord Feb 12.
 Lock, Thomas, Edgbaston, Birmingham, Commission Agent. Birmingham. Pet Feb 8. Ord Feb 13.
 Lythe, Walter Herbert, Church, Lancashire, Grocer. Blackburn. Pet Feb 8. Ord Feb 12.
 Mott, Philip, High st, Whitechapel, Clothier. High Court. Pet Feb 10. Ord Feb 12.
 Nunn, Herbert Elias, Wyndham rd, Camberwell, Confectioner. High Court. Pet Jan 29. Ord Feb 12.
 Owles, Eustace William, Chancery lane, Solicitor. High Court. Pet Dec 3. Ord Feb 12.
 Parkes, William, West Bromwich, Staffordshire, General Dealer. Oldbury. Pet Feb 8. Ord Feb 11.
 Peck, William, Kettering, Shoemaker. Northampton. Pet Dec 16. Ord Feb 10.
 Robinson, John Thomas, Stamford st, Blackfriars, Sheriff's Officer. High Court. Ord made under sec 106. Ord Feb 11.
 Rhodes, Thomas, Manchester, out of business. Salford. Pet Feb 11. Ord Feb 11.
 Sanders, Frederick Alexander, Ryde, I W, Grocer. Newport and Ryde. Pet Feb 3. Ord Feb 9.

Smith, John Thomas, Manchester, Flour Dealer. Manchester. Pet Feb 11.
 Ord Feb 11
 Stewart, R., Hanbury st, Spitalfields, Greengrocer. High Court. Pet Jan 14.
 Ord Feb 12
 Styles, Joseph, Canterbury, Licensed Victualler. Canterbury. Pet Jan 27.
 Ord Feb 12
 Tedd, William, West Bromwich, Fishmonger. Oldbury. Pet Feb 11. Ord
 Feb 13
 Thompson, Francis William, Nottingham, out of business. Nottingham. Pet
 Feb 10. Ord Feb 13
 Torrens, William Torrens McCullagh, Brixton rd, Barrister at Law. High
 Court. Pet Nov 19. Ord Feb 12
 Walker, William, Bootle, Lancashire, Fish Dealer. Liverpool. Pet Feb 2.
 Ord Feb 12
 Walton, John, Whitechapel rd, Tailor. High Court. Pet Jan 15. Ord Feb 12
 Whaley, William, Scarborough, Lodging House Keeper. Scarborough. Pet
 Jan 29. Ord Feb 13
 Wheelodon, West Bromwich, General Dealer. Oldbury. Pet Feb 5. Ord Feb 11
 White, George, St Leonards on Sea, Watchmaker. Hastings. Pet Feb 10.
 Ord Feb 13
 Williams, Thomas, Llanstephan, Carmarthenshire, Miller. Carmarthen, Pet
 Jan 30. Ord Feb 11
 Wolf, Aron, Plymouth, Watchmaker. East Stonehouse. Pet Feb 11. Ord Feb 12
 Wolf, E., Great Prescott st, High Court. Pet Jan 7. Ord Feb 11
 Wright, George, Leeds, Artist. Leeds. Pet Feb 11. Ord Feb 11

Where difficulty is experienced in procuring the Journal with regularity
 in the Country, it is requested that application be made direct to the
 Publisher.

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Existing Assurances agreed	£7,000,000
Invested Funds	£2,455,791
Annual Income	£323,750
Claims and Surrenders Paid agreed ...	£8,000,000
Bonuses Declared	£2,629,514

EXTRACTS from the Report of the Directors, 15th
 January, 1886.

The Directors are glad to be able to report that the business of the Office continues to progress.

Proposals were received for New Assurances amounting to £280,375; and 1,035 Policies were granted for £520,851. The New Premiums, after deduction for re-assurance, amount to £29,146 as against £18,000 for the previous year.

The Claims were £203,075.
 The Annual Income is now £323,750.
 The total funds of the Office on the 31st of December were £2,455,791, having increased during the year by the sum of £26,382.

The average interest realized was £4 4s. 6d. per cent. as against £4 4s. 2d. for the previous year.

The Directors are satisfied with the efforts of the Branch Managers and Agents of the Office, and confidently believe that, notwithstanding growing competition and commercial depression, the advantages offered by this Office will maintain for it the high position it has always held in the public favour.

Prospectuses, and further Information to be obtained at the Head Office, or of any of the Agents.

CHARLES STEVENS,
 Actuary and Secretary.

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Life Premiums	194,000
Interest	128,000
Accumulated Funds	£2,993,000

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 FALCONER LARKWORTHY, THOS. RUSSELL, Esq.,
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 ARTHUR M. MITCHISON, Sir EDWARD W. STAFFORD, K.C.M.G.
 Esq.

Chairman of Colonial Board—
 The Hon. Sir FREDK. WHITAKER, K.C.M.G., M.L.C.
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Deputy-Chairman—CHARLES PEMBERTON, Esq. (Lee & Pemberton), Solicitor, 44, Lincoln's-inn-fields.

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 WILLIAM J. VIAN, Secretary.

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 Commercial Union Assurance Co.
 FIRE LIFE & MARINE.

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 their Auction Sales of Wearing Apparel, Piece
 Goods, Household and Office Furniture, Carpets,
 Bedding, &c., are held on each day of the week
 Saturday excepted,